

भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित
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सं० 52] नई दिल्ली, शनिवार, दिसम्बर 27, 1969/वीष 6, 1891
No. 52] NEW DELHI, SATURDAY, DECEMBER 27, 1969/ PAUSA 6, 1891

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।

Separate paging is given to this Part in order that it may be filed as a separate compilation.

नोटिस

NOTICE

नीचे लिखे भारत के असाधारण राजपत्र 5 दिसम्बर, 1969 तक प्रकाशित किये गये :—

The undermentioned Gazettes of India Extraordinary were published up to the 5th December, 1969 :—

Issue No.	No. and Date	Issued by	Subject
393	S.O. 4784, dated 29th November, 1969.	Election Commission of India.	Appointment of certain Officers specified therein as Assistant Electoral Registration Officers for that part of the Parliamentary Constituency of Nagaland which comprises the Tuensang district.
	एस०/ओ० 4784, दिनांक 29 नवम्बर, 1969	भारत निर्वाचन आयोग	बिनिदिष्ट आफिसरों के नागालैंड के संसदीय निर्वाचन-क्षेत्र के उस भाग के लिये जो ट्यूनसांग जिले में समाविष्ट है एतद्वारा सहायक निर्वाचक रजिस्ट्रीकरण आफिसर के रूप में नियुक्त करना।
394	S.O. 4785, dated 1st December, 1969.	Ministry of Food, Agriculture, Community Development and Co-operation.	Appointment of the National Seeds Corporation Ltd., a company registered under the Companies Act, 1956 (1 of 1956) as a certification agency for the Administration of Goa, Daman & Diu upto April, 1970.

Issue No.	No. and Date	Issued by	Subject
एस० आ० 4785, दिनांक 1 दिसम्बर, 1969		खाद्य, कृषि, सामुदायिक विकास तथा सहकारिता मंत्रालय	अप्रैल 1970 तक के लिये राष्ट्रीय बीज निगम लिमिटेड को जो कि कम्पनी अधिनियम, 1956 (1956 का 1) के अधीन एक रजिस्टर्ड कम्पनी है गोवा, दमन तथा दीव प्रशासन के लिये एतद्वारा प्रमाणीकरण एजेंसी के रूप में नियुक्त करना ।
395 एस० आ० 4857, दिनांक 2 दिसम्बर, 1969		सूचना और प्रसारण मंत्रालय	अनुसूची में दी गई फिल्मों को स्वीकृत करना ।
396 S.O. 4858, dated 4th December, 1969.		Ministry of Irrigation and Power.	Further amendment in the Notification No. S.O. 1419, dated 10th April, 1969.
का० आ० 4858, दिनांक 4 दिसम्बर, 1969		सिंचाई और विद्युत मंत्रालय	अधिसूचना सं० का० आ० 1420, तारीख 10 अप्रैल, 1969 में संशोधन करना ।
S.O. 4859, dated 4th December, 1969.		Ministry of Irrigation and Power	Further amendment in the Notification No. S.O. 1421, dated 10th April, 1969.
का० आ० 4859, दिनांक 4 दिसम्बर, 1969		सिंचाई और विद्युत मंत्रालय	अधिसूचना सं० का० आ० 1422, तारीख 10 अप्रैल, 1969 में संशोधन करना ।
397 S.O. 4860, dated 4th December, 1969.		Ministry of Foreign Trade and Supply.	The Imports (Control) Fifth Amendment Order, 1969.
398 S.O. 4911, dated 5th December, 1969.		Ministry of Finance	Amendments in the Articles of Association of the Exchange.
सा० आ० 4911 दिनांक 5 दिसम्बर, 1969		वित्त मंत्रालय	एक्सचेंज की अन्तर्नियमावली में संशोधन करना ।

ऊपर लिखे असाधारण राजपत्रों की प्रतियां प्रकाशन प्रबन्धक, सिविल लाइन्स, दिल्ली के नाम मांगपत्र भेजने पर भेज दी जाएंगी। मांगपत्र प्रबन्धक के पास इन राजपत्रों के जारी होने की तारीख से 10 दिन के भीतर पहुंच जाने चाहिए।

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

भाग II—खण्ड 3—उपखण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ क्षेत्र प्रशासन को छोड़कर) केन्द्रीय प्राधिकरणों द्वारा जारी किये गये विधिक आदेश और अधिसूचनाएँ ।

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).

ELECTION COMMISSION OF INDIA

ORDERS

New Delhi, the 28th November 1969

S.O. 5004.—Whereas the Election Commission is satisfied that Shri Chandradeo Bhagat R/o Village & P.O. Sarango, District Ranchi (Bihar), a contesting candidate for election to the Bihar Legislative Assembly from 307-Sisal Assembly Constituency, has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

2. And whereas, the said candidate even after due notice has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure;

3. Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Chandradeo Bhagat, to be disqualified for being chosen as and for being a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. BR-LA/307/69(64).]

भारत निर्वाचन आयोग

आदेश

नई दिल्ली, 28 दिसम्बर 1969

एस० नो० 5004.—यतः, निर्वाचन आयोग का समाधान हो गया है कि बिहार विधान सभा के लिये निर्वाचन के लिये 307-सिसई निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री चन्द्र देव भगत निवासी ग्राम एवं पो०—सरांगों, जिला—रांची (बिहार) लोक प्रतिनिधित्व अधिनियम 1951 तथा तद्वर्धन बनाएयेग नि यमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का लेखा दाखिल करने में असफल रहे हैं ;

और, यतः, उक्त उम्मीदवार ने उसे सम्यक सूचना दिए जाने पर भी अपनी इस असफलता के लिये कोई कारण प्रथवा स्पष्टीकरण नहीं दिया है; तथा निर्वाचन आयोग को यह समाधान हो गया है कि उसके पास इस असफलता के लिये कोई पर्याप्त कारण या न्यायोचित्य नहीं है,

अतः, अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री चन्द्रदेव भगत को संसद के दोनों सदनों में से किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद के सदस्य चुने जाने और होने के लिये, इस आदेश की तारीख से 3 वर्ष की कालावधि के लिये निरहित घोषित करता है ।

[सं० बिहार-वि० सं०/307/69(64)]

S.O. 5005.—Whereas the Election Commission is satisfied that Shri Ram Narain Singh, r/o Village Vihanpur, P.O. Siripur, District Monghyr (Bihar), a contesting candidate for election to the Bihar Legislative Assembly from Bariaurpur Assembly Constituency, has failed to lodge an account of his election expenses in the manner as required by the Representation of the People Act, 1951, and the Rules made thereunder;

2. And whereas, the said candidate even after due notice has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure.

3. Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Ram Narain Singh, to be disqualified for being chosen as and for being a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. BR-LA/188/69(65).]

By Order,

A. N. SEN, Secy.

एस० प्रो० 5005 —यतः, निर्वाचन आयोग का समाधान हो गया है कि बिहार विधान सभा के लिये निर्वाचन के लिये दरियापुर निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री रामनारायण सिंह निवासी ग्राम विशनपुर, पो० सीरीपुर, जिला मुंगेर (बिहार) लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गये नियमों द्वारा अपेक्षित विहित रीति से अपने निर्वाचन व्ययों का लेखा दाखिल करने में असफल रहे हैं ;

और, यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिये जाने पर भी, अपनी इस असफलता के लिये कोई कारण अथवा स्पष्टीकरण नहीं दिया है ; तथा निर्वाचन आयोग का यह समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है ;

अतः, अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री रामनारायण सिंह को संसद के दोनों सदनों में से किसी भी सदन के या किसी राज्य को विधान सभा अथवा विधान परिषद के सदस्य चुने जाने और होने के लिये इस आदेश की तारीख से तीन वर्ष की कालावधि के लिये निरहित घोषित करता है ।

[सं० बिहार-वि०स०/188/69(65)]

आदेश से,

ए० एन० सैन, सचिव ।

MINISTRY OF HOME AFFAIRS

New Delhi, the 15th December 1969

S.O. 5006.—In exercise of the powers conferred by section 3 of the Commissions of Inquiry Act, 1952 (60 of 1952), the Central Government hereby makes the following further amendment to the Notification of the Government of India in the Ministry of Home Affairs No. S.O. 1104, dated the 29th March, 1965, namely:—

In the said Notification in paragraph 4, for the figures, letters and word "31st December, 1969" the figures, letters and word "31st March, 1970" shall be substituted.

[No. 1/3/69-Delhi.]

By Order and in the name of the President of India,

R. C. JAIN, Dy. Secy.

New Delhi, the 17th December 1969

S.O. 5007.—In pursuance of clause (b) of rule 2 of the Citizenship Rules, 1956, the Central Government hereby appoints Sub-Deputy Magistrate and Sub-Deputy Collector, Calcutta Collectorate, to perform, in the State of West Bengal, the functions of the Collector under the said rules in the whole of the area within the limits of the Corporation of Calcutta and directs that the following amendment shall be made in the notification of the Government of India in the Ministry of Home Affairs No. 10/3/56-(III)-IC, dated the 1st August, 1956, namely:—

In the Schedule to the said notification, under the heading "(a) For the limits within the Corporation of Calcutta", after entry 4, the following entry shall be inserted, namely:—

"5. Sub-Deputy Magistrate and Sub-Deputy Collector, Calcutta Collectorate.	The whole of the area within the limits of the Corporation of Calcutta."
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[No. 28/1/69-I.C.]

C. L. GOYAL, Under Secy.

गृह मंत्रालय

नई दिल्ली, 17 दिसम्बर, 1969

एस०ओ० 5007.—नागरिकता नियम, 1956 के नियम 2 के खण्ड (ख) के अनुसरण में, केन्द्रीय सरकार सब-डिप्टी मजिस्ट्रेट और सब-डिप्टी कलेक्टर, कलकत्ता कलेक्टरी, को पश्चिम बंगाल राज्य में, कलकत्ता नियम की सीमाओं के भीतर सम्पूर्ण क्षेत्र में उक्त नियमों के अधीन कलेक्टर के कृत्यों का पालन करने के लिये एतद्वारा नियुक्त करती है और निदेश देती है कि भारत सरकार के गृह मंत्रालय की अधिसूचना संख्या 10/3/56-(3)—आई० सी०, तारीख 1 अगस्त, 1956 में निम्नलिखित संशोधन किये जायेंगे, अर्थात्:—

उक्त अधिसूचना की अनुसूची में "कलकत्ता निगम के भीतर की सीमाओं के लिये" शीर्षक के नीचे प्रविष्टि 4 के पश्चात् निम्नलिखित प्रविष्टि अन्तः स्थापित की जायेगी अर्थात्:—

"5. सब डिप्टी मजिस्ट्रेट और सब-डिप्टी कलेक्टर, कलकत्ता निगम की सीमाओं के भीतर कलकत्ता कलेक्टरी का सम्पूर्ण क्षेत्र ।"

[सं० 23/1/69-आई०सी०]

(सी० एल० गोयल)

अवर सचिव, भारत सरकार ।

New Delhi, the 19th December 1969

S.O. 5008.—In exercise of the powers conferred by the proviso to article 309 of the Constitution, read with rule 33 of the Central Civil Services (Classification, Control and Appeal) Rules, 1965, the President hereby makes the following rules further to amend the Central Civil Services (Classification, Control and Appeal) Rules, 1965, namely:—

1. These rules may be called the Central Civil Services (Classification, Control and Appeal) Amendment Rules, 1969.

2. In the Schedule to the Central Civil Services (Classification, Control and Appeal) Rules, 1965, which is deemed to be the Schedule to the Central Civil Services (Classification, Control and Appeal) Rules, 1965, in part I, Central Civil Services, Class I, after serial number 37 and the entries relating thereto, the following shall be inserted, namely:—

"38 Company Law Board Service, Class I".

[No. 7/14/69-Est.(A).]

P. S. VENKATESWARAN, Under Secy.

MINISTRY OF FINANCE
(Department of Revenue & Insurance)

INCOME-TAX

New Delhi, the 10th December 1969

S.O. 5009.—In exercise of the powers conferred by sub-clause (iii) of clause (44) of Section 2 of the Income-tax Act, 1961 (43 of 1961) the Central Government hereby authorises:—

1. Shri M. C. Basu Mallick.
2. Shri R. G. Ghosh.
3. Shri S. N. Roy.

who are Gazetted Officers of the West Bengal Government to exercise the powers of Tax Recovery Officers under the said Act.

2. This Notification shall come into force with effect from the date of the issue of this Notification.

[No. 160(F. No. 16/95/69-ITCC).]

Y. SINGH, Under Secy.

CENTRAL EXCISE COLLECTORATE BARODA

CUSTOMS

Baroda, the 25th November 1969

S.O. 5010.—In exercise of powers conferred by Sub-Section (b) of Section 8 of the Customs Act, 1962 (52 of 1962) I, the Collector of Central Excise, and Customs Baroda hereby make the following amendment in the Notification of the late Central Board of Revenue No. 119 dated 9th September, 1950 namely.

In column 2 of entry No. 3 of the schedule annexed to the said notification, for the words "a coast line from the north bank of the Umbergaon creek to Chikhllen in the south, the anchorage to the west of Gholwad and the bank of the creek as far as navigable the words "a coast line from the north bank of the Umbergaon creek, to the northern end of the Zai Village limit in the South" shall be substituted.

[No. 2/69.]

Baroda, the 1st December 1969

S.O. 5011 In exercise of the powers conferred by sub-section 34 of Section 2 of the Customs Act 1962 (52 of 1962), the Collector of Central Excise, Baroda, having been appointed as Collector of Customs within the jurisdiction of the Baroda Central Excise Collectorate, hereby, assigns to the officers of and above the rank of the officers mentioned in column 1 of the schedule below, the functions of the "Proper Officer" referred to in the various sections of the Customs Act, 1962 given in the corresponding entry in column 2 of the said schedule.

SCHEDULE

(1)	(2)
Assistant Collector of Central Excise & Customs.	27(3), 33, 42(2), (f), 48, 129(2).
Superintendent of Central Excise & Customs.	22(3), 42(2)(d)(e), 59(3), 60, 61, 63(2) 64(f), 72(2), 73, 89, 34 (Proviso), 35 (Proviso), 83, 142(1)(a).

(1)	(2)
Inspector of Central Excise and Customs.	17(1), (3), (4), 18, 19, 21, 30(1) & (3), 31(1) & (2), 32, 34 (but the powers under the proviso shall not be exercised by the Inspector) 39, 40, 41, 42(1), 46, 47, 50, 51, 54, 62, 64(a) to (c), 67, 68, 69, 72(1), 77, 79(1), 80, 85, 86(2), 113(k), 115(d), 129(1), 144(1), 149.
Sub-Inspector of Central Excise & Customs.	37, 38, 92, 93, 94, 95(2) & (3), 97, 34 (for coastal goods only), 45(2).

[No. 3/69.]

L. M. KAUL.

Collector of Central Excise & Customs,
Baroda.**OFFICE OF THE COLLECTOR OF CUSTOMS AND CENTRAL EXCISE, COCHIN****CENTRAL EXCISES***Cochin, the 27th November 1969*

S.O. 5012.—In exercise of the powers conferred on me under Proviso (ii) to sub-rule (3) of Rule 173(g) of the Central Excise Rules, 1944, I hereby permit manufacturers of Patent or Proprietary Medicines to submit the RT 12 returns by the 15th of each month following that to which it relates.

(Issued from file C. No. V(14E)30/6/69 CX.I).

[No. 9/69.F]

M. C. DAS, Collector.

OFFICE OF THE COLLECTOR OF CENTRAL EXCISE, BANGALORE**CENTRAL EXCISES***Bangalore, the 2nd December 1969*

S.O. 5013.—In exercise of the powers conferred in me under Rule 5 of the Central Excise Rules, 1944, I hereby empower the Central Excise Officers of the Mysore Central Excise Collectorate specified in Col. 2 of the table below to excise within their respective Juridictions, the powers of Collector under the rule enumerated in Col. 3 and subject to the conditions and limitations set out in Col. 4 of the said table.

Sl. No.	Rank of Officer	Central Excise Rules 1944	Conditions and limitations if any
1	2	3	4
1	Assistant Collector of Central Excise.	Proviso (i) of Rule 173(G) (3) of Central Excise Rules, 1944.	Relaxation may be allowed only on <i>ad hoc</i> basis to assessee who export their goods and need verification of payment of duty from the returns on the respective removal documents (AR. 4/AR.-4-A and gate passes).

(Issued from file C. No. IV/8/1/69B2)

[No. 4/69]

M. C. DAS,
Collector.

MINISTRY OF SHIPPING AND TRANSPORT**(Transport Wing)****CORRIGENDUM***New Delhi, the 16th December 1969*

S.O. 5014.—In the notification of the Government of India in the Ministry of Shipping and Transport (Transport Wing) No. S.O. 3767, dated the 8th September, 1969, published at pages 4010-4011 of the Gazette of India, 1969 Part II, Section 3, Sub-section (ii), against serial No. 11, for the words "Rear Admiral" read "Vice Admiral".

[No. 37-MD(6)/69.]

JASWANT SINGH, Under Secy.

MINISTRY OF FOREIGN TRADE*New Delhi, the 16th December 1969*

S.O. 5015.—In exercise of the powers conferred by section 3 of the Textiles Committee Act, 1963 (41 of 1963), read with rule 3 of the Textiles Committee Rules, 1965, the Central Government hereby appoints:—

- (1) Shri R. Mahadevan, Deputy Secretary, Ministry of Finance, New Delhi.
- (2) Chairman, U.P. Cotton Textiles Millowners' Association, Kanpur.
- (3) Director, Ahmedabad Textile Industry Research Association, Ahmedabad.
- (4) Shri L. P. Gupta, the Indian Textiles Co. Pvt., Ltd., Great Eastern Hotel, Calcutta-1.
- (5) Shri G. K. Singhanian, the Raymond Woollen Mills Ltd., J.K. Building, Dougall Road, Ballard Estate, Bombay-1.
- (6) Shri Harshavadan Mangaldas, Mangaldas Road, Ellis Bridge, Ahmedabad-6.

as members of the Textiles Committee and makes the following further amendments in the notification of the Government of India in the late Ministry of Commerce No. S.O. 2788, dated the 19th July, 1968, namely:—

In the said notification, under the heading "Members", after item 6, the following items shall be added, namely:—

- (7) Shri R. Mahadevan, Deputy Secretary, Ministry of Finance, New Delhi.
- (8) Chairman, U.P. Cotton Textile Millowners' Association, Kanpur.
- (9) Director, Ahmedabad Textile Industry Research Association, Ahmedabad.
- (10) Shri L. P. Gupta, C/o the Indian Textiles Co., Pvt., Ltd., Great Eastern Hotel, Calcutta-1.
- (11) Shri G. K. Singhanian, C/o, the Raymond Woollen Mills Ltd., J.K. Building, Dougall Road, Ballard Estate, Bombay-1.
- (12) Shri Harshavadan Mangaldas, Mangaldas Road, Ellis Bridge, Ahmedabad-6."

[No. F.18/30/69-Tex-A.]

H. K. BANSAL, Dy. Secy.

(Office of the Jt. Chief Controller of Imports and Exports)**(C.L.A.)****ORDERS***New Delhi, the 6th November 1969*

S.O. 5016.—M/s. Jagdish Bros., Palace Road, Jammu were granted an Established Importers licence No. P/EI/0056204/C/XX/19-20/CD/19-20 annual dated 18th August 1965 for Rs. 1,500/- for import of Surgical Instruments Apparatus & Appliances not made mainly of Rubber and also not made mainly of Glass as per Red Book. They have applied for the duplicate customs purpose copy of the said

licence on the ground that the original Customs Purpose copy has been lost or misplaced. It is, further stated by the firm that original Custom Purpose Copy of the licence was not registered with Customs House and hence has not been utilised.

In support of this declaration, the applicant has filed an affidavit duly attested by Magistrate 1st class, stating that the original Customs Purpose Copy of the licence has been lost or misplaced.

I am satisfied that the said original Custom Purpose Copy of licence No. P/EI/0056204/C/XX/19-20/CD/19-20 Annual has been lost and direct that a duplicate Customs Purposes copy should be issued to the applicant. The original Customs Purpose Copy of the licence is cancelled.

[No. F. 93.94V/253/AM.65/QL/CLA/2213.]

New Delhi, the 10th December 1969

S.O. 5017.—M/s. S. K. Jain and Company, Village Shamepur, P.O. Badli, Delhi were granted import licence No. P/SS/1610673/T dated 30th March, 1968 for Rs. 3,000/- for import of Permissible type of Synthetic Rubber. They have applied for a duplicate Customs purposes copy of the said licence on the ground that original Customs Purposes copy of the licence has been lost/misplaced without having been utilized.

2. In exercise of the powers conferred on me, under Clause 9(cc) Import (Control) Order, 1955, dated 7th December, 1955, as amended upto date, I order cancellation of the Customs Purposes copy of the import licence No. P/SS/1610673/T dated 30th March, 1968 (Customs copy),

3. On completion of the required formalities the applicant will be issued duplicate copy of the Customs Purposes copy of the said licence, in accordance with para 302(1) I.T.C. Hand Book of Rules and Procedure, 1969.

[No F.S.87/AM68/AU.UT/CLA.]

RAM MURTI SHARMA,

Joint Chief Controller of Imports and Exports.

MINISTRY OF LABOUR, EMPLOYMENT AND REHABILITATION

(Department of Labour & Employment)

New Delhi, the 6th November 1969

S.O. 5018.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Ahmedabad, in the industrial dispute between the employers in relation to the Associated Cement Companies quarries Balasinor and their workmen, which was received by the Central Government on the 30th October, 1969.

BEFORE SHRI INDRAJIT G. THAKORE, INDUSTRIAL TRIBUNAL

REFERENCE (ITC) No. 1 of 1967

ADJUDICATION

BETWEEN

The Associated Cement Companies Quarries, Balasinor—*First Party.*

AND

The workmen employed under it—*Second Party.*

In the matter of Revision of Gratuity Scheme.

APPEARANCES:

Shri D. C. Gandhi—for the *First Party.*

Shri B. C. Shah—for the *Second Party.*

AWARD

This industrial dispute between the Associated Cement Companies Quarries, Balasinor, District Kaira and their workmen in respect of the matters specified in the Schedule was referred to Shri D. M. Vin, in exercise of the powers conferred by Section 7A and Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 by the Central Government. By a subsequent Order No. S.O. dated 25th October, 1967 the Government of India, Ministry of Labour, Employment and Rehabilitation was pleased to transfer the same to me. The dispute relates to a single demand regarding gratuity which is as follows:—

"Whether the demand of the workmen of the Quarry of the Associated Cement Companies, Balasinor, for revision of the gratuity scheme applicable to them for giving effect to the following principles justified:

- (i) Gratuity should be paid at the rate of one month's total salary including dearness allowance for each year of service in case of death, mental or physical disability to continue in service and superannuation;
- (ii) Gratuity should be paid at the rate of one month's total wages including dearness allowance for each year of service in case of resignation or termination of services for whatever reason; and
- (iii) Gratuity should be paid to an employee who is dismissed or discharged for misconduct except loss and in that case only so much of the gratuity as is adequate to make good such loss should be withheld."

2. In support of the demand, the Associated Cement Companies Quarry Workers' Union, Balasinor, has submitted that the Company is a cement manufacturing factory being oldest in the whole of India and has the honour of being pioneer in the cement industries; that it has 16 cement factories in India and Pakistan and earns handsome profits every year which is evident from its published balance sheets; that the cement industry is a prosperous industry and has a bright future; that the workers employed in the industry require some measure of social securities in the form of gratuity, etc.; that whilst the company has a gratuity scheme in existence the same is inadequate and requires to be substantially revised; that the company is paying gratuity at the rate of 3/4ths of a month's basic wages for each completed year of service and for those who have been discharged or relieved by the company, a ceiling limit of 15 months' basic wages as gratuity is fixed; that such a scheme does not provide sufficient social security and requires to be revised. It has also been submitted that there are a large number of concerns which give gratuity at the rate of one month's salary per year of service and the number of such companies are mentioned in the statement of claim.

3. In a very elaborate written statement, the company has denied that there is any justification for revision of the existing scheme of gratuity. It has traced out at great length the history of the scheme of gratuity in this company from the beginning and how the scheme has varied from time to time, the last variation being after the settlement effected on 11th October, 1951 between the company and the head office staff union during the pendency of the appeal before the Labour Appellate Tribunal in respect thereof. In view of the said settlement, the matter was considered afresh in respect of daily rate and monthly paid workman in August or September, 1954, and the scheme for gratuity both in respect of daily rate workers and the monthly paid staff of the factories was brought in line with the revised scheme of gratuity for the monthly paid staff at the head office. The scheme, it appears, was appreciated by the Indian National Cement Workers Federation to which the Associated Cement Companies Quarry Workers' Union, Balasinor, the union in this respect is affiliated. That scheme appears to be in force today in all the factories in India. The First Wage Board appointed for the cement industry merged some part of the dearness allowance paid to the workmen with the basic wage, as a result of which an unskilled worker who was getting Rs. 26 got the minimum basic wage of Rs. 52. This would automatically affect the amount of gratuity payable. In para 8.7 of the Report, therefore, the said Wage Board suggested certain modifications in the scheme of gratuity. Notwithstanding, the company has submitted that the merger or a substantial part of the dearness allowance has given benefit to the workmen in the matter of payment of gratuity. The company has further submitted that its scheme of gratuity is fair when compared to similar scheme in other factories of the cement industry or in other industries and should not, therefore, be disturbed.

4. It is not necessary for me herein to reproduce the existing scheme of gratuity which is reproduced in Annexure 'G' to the written statement filed by the company. As per the letter of the Federation at the time the salient features of the scheme of gratuity of the company were as under:—

"Gratuity shall be paid on the basis of $3/4$ months' salary for each year of service without any maximum benefit to the following:

- (a) Those whose services are terminated by the Company.
- (b) Those who have died whilst in the service of the Company.
- (c) Those who have resigned after completion of 15 years' service.
- (d) Those who retire of their own accord due to continuous ill health and unfitness to serve further.

Provided that in the case of any worker whose services are terminated by the Company on his reaching the age of 60 years, such workers shall be entitled to an amount equal to one month's salary for each completed year of service (subject to a maximum of 15 months' salary) or an amount equal to $3/4$ th of a month's salary for each completed year of service, whichever is higher."

In short, the union desires in this reference that the gratuity should be paid at the rate of one month's salary including dearness allowance for each year of service and that there be no maximum of 15 months at all.

5. I do not think the demand for inclusion of dearness allowance made by the union, can be accepted. As a rule, wherever schemes of gratuity exist, they are always in terms of basic wages and this fact has been taken into consideration in fixing the quantum of gratuity. Even the First Wage Board appointed for the cotton textile industry, whilst it directed the merger of some part of dearness allowance with the basic wage, has excluded it for the purpose of gratuity. The effect of part merger of dearness allowance with the basic wage was considered by the Wage Board appointed by the Government of India for the cement industry and certain recommendations have been made by them and this has also been adopted by the Second Wage Board for the cement industry.

6. In these circumstances, I would not be justified to disturb the existing arrangement of gratuity being payable in terms of basic wage alone. There was certain misunderstanding in the mind of the union as regards how gratuity is calculated in terms of the recommendations of the First Wage Board for the cement industry, but this has now been clarified and no directions or clarifications require to be given in that respect. The demand for inclusion of dearness allowance in the calculation of gratuity is, therefore, rejected.

7. As regards the demand for gratuity being paid at the rate of one month's basic wage per each completed year of service in place of the existing $3/4$ th, in view of the merger of part of dearness allowance now into basic wage, I do not think any change as asked for in all cases is justified. Those whose services are terminated by the company by way of retrenchment, receive in addition to gratuity, retrenchment compensation also. I also do not see why those who resign voluntarily after 15 years' service should be paid gratuity at the rate of one month's basic wage. Part of the dearness allowance has been merged in the basic wage and as per the scheme of the First Wage Board, a large amount will become payable as time passes, as such merged wage has to be taken into consideration for the period of service from the date effect has been given to the recommendations of the Wage Board.

8. However, it does appear to me that the present scheme of gratuity requires to be modified in some respects. I fail to see why the benefit of one month's salary per each year of completed service (subject to 15 months' salary) or an amount equal to $3/4$ th month's salary for each completed year of service (without a ceiling), whichever is higher, should not be given to those who die whilst in the service of the company, or to those who retire on account of ill-health or unfitness to serve, duly certified by the company's medical officer.

9. I, therefore, direct that the existing scheme of gratuity shall stand modified as indicated above. I further direct that the Associated Cement Companies Quarry Workers' Union, Balasinor, be paid Rs. 200 (two hundred only) as and by way of costs.

(Sd.) Inderjit G. Thakore,
Industrial Tribunal.

(Sd.) Illegible.

for Secretary.

Ahmedabad, 23rd October, 1969.

[No. 36/21/67-LR-IV.]

New Delhi, the 17th December 1969

S.O. 5019.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the National Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to the management of Hindustan Insecticides Limited, New Delhi and their workmen, which was received by the Central Government on the 25th November, 1969.

BEFORE THE NATIONAL INDUSTRIAL TRIBUNAL DHANBAD.

In the matter of Reference under section 10 (1A) (7B) of the Industrial Disputes Act, 1947.

N. T. REFERENCE NO. 6 OF 1966

PARTIES:

Management of Hindustan Insecticides Limited,

AND

Their workmen

PRESENT:

Shri Kamla Sahai—Presiding Officer.

APPEARANCES:

For the Management—Nil.

For the Workmen—Nil.

STATE: Delhi.

INDUSTRY: Insecticides.

Dated Dhanbad, the 14th August, 1969

AWARD

By order No. 17/7/68-LR.III, dated the 13th December, 1968, the Central Government in the Ministry of Labour and Employment has made this reference to this National Tribunal for adjudication of the dispute which has been described in the schedule as follows:—

SCHEDULE

1. Whether the workmen of the Hindustan Insecticides Limited are entitled to any bonus under the Payment of Bonus Act, 1965? If not, what bonus is payable to the workmen of that company for 1967-68 having regard to the working results of the Company for that year and the system in vogue in that Company.
2. Whether the demand of the workmen for the grant of educational advances is justified? If so, to what relief are they entitled?
3. Whether the demand of the workmen for the grant of special bonus for peak production is justified? If so, to what relief are the workmen entitled?

The management and the Delhi Union of the workmen had entered into settlement for the payment of Bonus of 1967-68 (Annexure 'A'). Now, the management and the Union at Udyogamandal have also settled their dispute and have filed a joint memorandum of settlement (Annexure 'B').

In my opinion, the compromise is fair. I accept the compromise.

I direct that the reference be disposed of in terms of the compromise petitions which will form part of this Award.

Let a copy of this Award be sent to the Central Government Under section 15 of the Industrial Dispute Act.

(Sd.) KAMLA SAHAL,
Presiding Officer,

National Industrial Tribunal,
Dhanbad.

ANNEXURE 'A'

MEMORANDUM OF SETTLEMENT (UNDER SECTION 18(1) OF THE
INDUSTRIAL DISPUTES ACT).

Management Representative:

1. Sh. Mohd. Fazal, Managing Director.
2. Sh. C. L. Choudhry, FA & OAO.
3. Dr. R. S. Hamsagar, General Manager.

Representatives of Hindustan Insecticides Employees Union:

1. Sh. J. S. Dara, President.
2. Sh. D. V. S. Tyagi, Vice President.
3. Sh. Puran Dev, Vice President.
4. Sh. J. R. Narang, General Secretary.
5. Sh. V. M. Puri, Secretary.
6. Sh. H. D. Mohala, Vice Chairman.
7. Sh. Harbans Singh, Member Action Comm.

Ex-gratia payments by Hindustan Insecticides Ltd., have been made from and including the financial year 1964-65 worked according to the formula for calculation of bonus under the payment of Bonus Act, 1965. In August, 1968, the Management of Hindustan Insecticides Ltd., declared *ex-gratia* payment at 4 per cent for the financial year 1967-68 worked out according to the above formula. The Union raised a dispute. Negotiations with the Union were held on various dates in August, 1968. As a result of these discussions parties have arrived at a settlement as under.

In the interest of healthy industrial relations, the Management has agreed to pay to the employee's at the Delhi factory *ex-gratia* for 1967-68 at the rate of 16 per cent (sixteen per cent) of the wages (Basic pay plus Dearness) Allowance earned by the employees for the financial year 1967-68. The Union has agreed to accept the same as settlement of *ex-gratia* for 1967-68, provided no higher rate is paid for 1967-68.

This settlement on the quantum of *ex-gratia* for the year 1967-68 shall not form a precedent for the payment of *ex-gratia* in the future years.

1. Sd./- Mohd. Fazal.
2. Sd./- C. L. Chaudhry.
3. Sd./- R. S. Hamsagar.

1. Sd./- J. S. Dara.
2. Sd./- D. V. S. Tyagi.
3. Sd./- Puran Dev.
4. Sd./- J. R. Narang.
5. Sd./- V. M. Puri.
6. Sd./- H. D. Mohala.
7. Sd./- Harbans Singh.

Sd./- J. R. Narang.

ANNEXURE 'B'

BEFORE THE CENTRAL GOVERNMENT NATIONAL TRIBUNAL, DHANBAD.

N. T. REFERENCE No. 6 of 1968

PARTIES:

Employers in relation to the Management of Hindustan Insecticides Limited,
New Delhi.

AND

Their Workmen.

Joint Memorandum of Settlement Filed by the Parties

The parties to the above have settled the dispute on the following terms and it is submitted that the Hon'ble Tribunal should be pleased to accept the same and pass an award accordingly:—

1. *Issue No. 1.*—Whether the workmen of the Hindustan Insecticides Limited are entitled to any bonus under the Payment of Bonus Act, 1965? If not, what bonus is payable to the workmen of that Company for 1967-68 having regard to the working results of the Company for that year and the system in vogue in that company?

Bonus will be paid for the year 1967-68 at 16 per cent of the salary or wage as provided for and subject to the provisions in the Payment of Bonus Act, 1965, in full and final settlement of the claim for bonus for the said year. No *ex-gratia* payment as in the past will be made.

2. *Issue No. 2.*—Whether the demand of the workmen for the grant of educational advance is justified? If so, to what relief are they entitled?

In view of the Scholarship Scheme which has been agreed to be introduced for the children of the employees at the Udyogamandal Factory, it is agreed that there was no need for the grant of any educational advance.

3. *Issue No. 3.*—Whether the demand of the workmen for the grant of special bonus for peak production is justified? If so, to what relief are the workmen entitled?

It is agreed that a gift of Rs. 50 for record production at Udyogamandal Factory in 1967-68 will be given to such employees who were on the rolls of the factory on 31st March, 1968, provided they had worked for more than 9 months during the year 1967-68, to enable them to buy for themselves a suitable memento for the record production in that year. It is also agreed that in view of the fact that the Production Incentive Scheme has now been fully established and is in operation, no such gifts would be permissible in future for record production.

Dated this the 16th day of October, 1969.

for Hindustan Insecticides Ltd.

Sd./- Illegible.

Mg. Director.

P. K. KURIAN,

Advocate,

Menon and Pal, Advocates,

For the Management.

For Hindustan Insecticides Employees,
Union.

Sd./- Illegible.

General Secretary.

[No. 17/7/68-LR-III.]

S.O. 5020.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of Shri V. P. Pratap, Arbitrator, in the industrial dispute between the employers in relation to the management of Rewa Coalfields Limited (Burhar and Amlai Collieries), Post Office Dhanpuri, District Shahdol (Madhya Pradesh) and their workmen, which was received by the Central Government on the 10th December, 1969.

ARBITRATION AWARD

(Under Section 10-A of the Industrial Disputes Act, 1947)

[In the matter of an industrial dispute between the management of M/s. Rewa Coalfields Ltd. (Burhar & Amlai Collieries) P.O. Dhanpuri Distt. Shahdol and their workmen represented by Burhar Colliery Mazdoor Sabha, P.O. Dhanpuri, Distt. Shahdol.]

PRESENT:

Shri Ved Parkash Pratap, Assistant Labour Commissioner(C), Jabalpur Arbitrator.

APPEARANCES:

Representing Employers.—Shri Ujagar Singh, Personnel Officer, M/s. Rewa Coalfields Ltd.

Representing Workmen.—Shri P. K. Thakur, Vice President, Burhar Colliery Mazdoor Sabha, P.O. Dhanpuri, Distt. Shahdol (MP.).

AWARD

Under Arbitration Agreement dated 24th May, 1969 entered into between the above parties under Section 10-A of the Industrial Disputes Act, 1947 and published by Government in the Gazette of India under order No. 8/37/69-LRII, dated 16th July 1969, the following dispute was referred to me for arbitration:—

“Whether the action of the management of Rewa Coalfields Ltd. (Burhar and Amlai Collieries), P.O. Dhanpuri, Dt. Shahdol (MP), in dismissing Smt. Phaguni and Jhingla, Wagon Loaders with effect from 20th December 1967 is justified? If not, to what relief are they entitled?”

As per the last para of the arbitration agreement I was required to give my award within 3 months or within such further time as is extended mutually by the parties in writing. The date for submission of the award was extended mutually by the parties in writing upto 31st December, 1969.

On receipt of the arbitration agreement parties were required to submit brief and self contained statements of their cases and also their rejoinders with copies to the opposite parties. After receipt of the pleadings as stated above from both the parties, they were called for necessary discussions over the preliminary legal objections raised by the management. These objections were:—

(a) Whether the union had any *locus standi* to raise the dispute; and

(b) Whether the workmen were members of the union on the date of their dismissal.

Before examining the dispute on merits it was decided by the undersigned to hear and dispose off the preliminary objections raised by the management first. Both the parties were heard in this respect on 1st August 1969. The managements' argument was that dismissal regarding a workman cannot gain the characteristic of an industrial dispute unless the union had substantial membership in the establishment and the worker was a member of the union on the date of his dismissal. According to the management a dispute under Section 2-A of the Industrial Disputes Act could only be taken up by the workman himself. In this connection my attention was invited to the observations of Madras High Court in case of Sivabrahmanyam (T.S.) and another Vs. State of Madras—[1968-II. LLJ-89(90)]. The management also invited my attention to the observations of Punjab High Court in the case of Khadi Gramudyog Bhawan Workers Union and Krishnamurty (E) and another (1968-II. LLJ-261) and the arbitration award dated 21st March 1968 of Shri P. C. Rai, Regional Labour Commissioner (C), Jabalpur (S.O. No. 1154) published in the Gazette of India dated 30th March, 1968.

According to the union, as per the latest ruling given by the Divisional Bench of the Allahabad High Court in the case of WIMCO Vs. WIMCO Workers Union [page 67 F.L.R.—1968 (17)], “an office bearer of the union can take up the dispute and it is sufficient to convert an individual dispute into an industrial dispute.”

No ruling was cited by the management before me wherein the question of espousal of an industrial dispute concerning the dismissal of a workman *vis-a-vis* provisions of Section 2-A of the Industrial Disputes Act, 1947 had been examined. Keeping in view the provisions of Section 2-A of the Industrial Disputes Act, a dispute between a workman and his employer with regard to his discharge, dismissal, retrenchment or termination is to be deemed to be an industrial dispute irrespective of the fact that no other workman nor any union is a party to the dispute. As regards espousal, we have to look to the provisions of Section 36(I)(a) of the I.D. Act, 1947 according to which a workman may be represented by an officer of a registered trade union of which he is a member. I am of the view that representation includes raising of a dispute before the authorities prescribed under the Industrial Disputes Act.

As regards the crucial date on which the workman should have been a member of the union, the management had contended that the workman must have been a member of the union on a date anterior to his dismissal. In this connection the following cases were cited by the management:—

- (1) Khadi Gramudyog Bhawan Workers Union and Krishnamurty (E) and another (Punjab High Court—1966-II, LLJ-261).
- (2) Padarth Ratnam & Co. (Andhra High Court—1958-II, LLJ. 290).

In this respect my attention was invited by the union to the decision of the Division Bench of Allahabad High Court in the case of WIMCO Vs. WIMCO Workers Union [page 67 F.L.R. 1968 (17)]. The Hon'ble High Court had fully examined the rulings of Punjab & Andhra High Courts quoted above in this case and disagreed. The Hon'ble Allahabad High Court held that the crucial date is the date of reference as also held by the Patna High Court (Division Bench) in the case of Jamadoba Colliery (1969-II, LLJ-663).

No other ruling or observation of any court was brought to my notice. The preliminary objections raised by the management were, therefore, rejected and it was held that espousal of the dispute by the union was valid.

In this connection it may be stated that the issue whether S/Smt. Phagunl and Jhingla were members of the union on the date of reference was not raised by the management.

The management also pleaded that the union was not interested in the dispute as it had failed to attend conciliation fixed over the above dispute on 7th March, 1968 and 29th March, 1968 by the Assistant Labour Commissioner (Central), Jabalpur, although the management's representative was present with the result that the dispute was closed by him. According to the management in such cases no intervention is called for in view of the following rulings:—

- (1) Supreme Court in case of Express News Papers (Pvt.) Ltd. Vs. their workmen (AIR SC. 1963-569).
- (2) Madras High Court in the case of Kandan Textiles Ltd. Vs. T. D. Ramayya Pantulu (1949-I, LLJ-13).
- (3) Supreme Court in the case of British India Corporation Ltd. and others Vs. Industrial Tribunal Punjab (AIR. SC. 1957-354).
- (4) Supreme Court in the case of Shallmar Works Ltd. Vs. its workmen (AIR. SC. 1959-1217).

The above rulings do not apply to the instant case as in this case both the parties themselves have entered into an arbitration agreement and desired my award.

After preliminary objections of the management were rejected by me, following issue was framed on 30th August 1969 on the basis of the pleadings of the parties:—

“Whether explanation dated 7th December 1967 is of the workmen concerned? If not, were they given sufficient opportunity for defence?”

After framing of the issue parties submitted their documents which were examined by the opposite parties and the evidence was recorded finally on 13 and 14th November 1969. The union produced only two witnesses, namely S/Smt. Phagunl and Jhingla, workmen concerned. Four witnesses, namely S/Shri Dwarka Prasad, Balgovind Sharma, S. C. Jain and S. D. Singh were examined on behalf of the employer.

Parties closed their evidences on 14th November 1969. They were allowed time upto 25th November 1969 to file written arguments and 26th November 1969 was fixed for oral arguments. Written arguments were received only from the management but not from the union. After oral arguments on 27th November 1969, proceedings were closed.

Before I proceed to examine the issue framed above, I feel it proper to state in nut-shell the history of the case. S/Smt. Phaguni and Jhingla, Wagon Loaders, workmen concerned in the dispute besides a third wagon loader, namely Smt. Sirwatia, whose dispute is not before me, were chargesheeted by the Manager, Burhar No. 1 Mine under letter No. C-11 dated 4th December 1967 for major misconduct under clause 17(i)(e), (s) and (u) of the Standing Orders which read as under:—

- "17(i)(e) Drunkenness, fighting or riotous, disorderly or indecent behaviour.
- (s) Threatening, abusing or assaulting any Superior or co-worker.
- (u) Preaching of or inciting to violence."

The imputation of charge was that on 2nd December 1967 at about 11.00 A.M. they made a complaint to Shri Oberoi, Loading Supervisor regarding payment of wages. He took them to the Labour Welfare Officer to get their complaints entertained and explained but unfortunately instead of having patient hearing from the Welfare Officer, they started behaving in a most disorderly and violent manner with the loading supervisor and thus created a scene at No. 1 Office. Further they also threatened the loading supervisor and passed the under-rioted remarks injuring the religious sentiments and prestige of the Loading Supervisor:—

"AGAR PAISE NAHI MILA THO DHADI PAKARKE LAY LEEJAYEGA".

According to the management they submitted a reply on 7th December 1967 denying the charge, on the basis of which a domestic enquiry was conducted by Shri S. D. Singh on 19th December 1967. According to the enquiry report submitted by the enquiry office these wagon loaders refused to give their statements after statements of other witnesses were recorded which they refused to sign and went out. Thereafter at about 11.15 A.M. they put up an application during the course of enquiry and refused to give their statements in the absence of Shri Jagdish and when they were insisted by him for giving statements they mis-behaved with him. He, therefore, concluded the enquiry. Item 2 of letter dated 19th December, 1967, submitted by S/Smt. Phaguni Bai and Jhingla Bai, workmen concerned on 19th December 1967 to the enquiry officer, reads as under:—

"Smt. Phaguni Bai and Jhingla Bai has not replied of chargesheet dated 7th December 1967 but Smt. Phaguni Bai replied of chargesheet dated 12th December 1967 and Smt. Jhingla Bai replied on 18th December 1967."

The Enquiry Officer found them guilty of the misconduct and consequently the management dismissed them w.e.f. 20th December 1967.

The union's contention was that these workmen had not submitted any reply on 7th December 1967. On the other hand their contention was that Smt. Phaguni Bai had submitted a reply on 12th December 1967 and Jhingla Bai on 18th December 1967 which were not considered by the management and, therefore, according to the union enquiry proceedings and subsequent dismissal order based on the alleged reply dated 7th December, 1967 of these workmen is invalid and moperative

Coming to the examination of the issue framed by me, it is to be examined whether the reply dated 7th December 1967 was of these workmen concerned. In this respect employers produced S/Shri Dwarka Prasad, Bal Govind Sharma and S. C. Jain as their witnesses. Shri Bal Govind Sharma had contradicted his own statement twice and, therefore, no reliance can be placed upon his deposition. However, Shri Dwarka Prasad stated during arbitration proceedings that he was the Secretary of the Colliery Labour Union and on 7th December 1967 he had written replies to the chargesheets as per desire of these workmen and those replies were handed over to them for delivery to the management. He had proved the replies dated 7th December 1967. Shri S. C. Jain stated to have received the replies from these workmen on 7th December 1967. As against this S/Smt. Phaguni and Jhingla stated that they had not given any reply other than the one which they had got written from Jagdish Babu but they could not prove the delivery of those replies to the management. During cross-examination they contradicted their own statements. Both of them had stated that they had received information about enquiry.

From the above evidences produced before me, I come to the conclusion that the replies dated 7th December 1967 are of the workmen concerned.

The union drew my attention to the reply dated 7th December 1967, a perusal of the reply shows that it was in reply to chargesheet No. C-11/WL dated 4th December, 1967. The chargesheet was numbered as C-11 only and not C-11/WL and, therefore, according to the union this reply dated 7th December 1967 did not pertain to the chargesheet under reference. In this respect managements' contention was that the words 'WL' are superfluous, as a perusal of the subject-matter of the reply would show that it is directly concerned with the chargesheet under reference. Moreover, it has not been proved that any other chargesheet No. C-11/WL dated 4th December 1967 was issued to these workmen.

I have gone through the chargesheet and also reply dated 7th December 1967 submitted by these workmen and find that the subject-matter of the reply is directly related to the chargesheet under reference. I, therefore, hold that the words 'WL' written in the reply are superfluous and that the reply does really pertain to the chargesheet under reference.

Coming to the main issue regarding justifiability of the action of the management in dismissing these workmen w.e.f. 20th December 1967, it has been challenged by the union that the enquiry was not fair. The Enquiry Officer has based his findings upon considerations extraneous to the chargesheet, which is evident from the following paragraph of the enquiry report:

"How, they behaved in the enquiry, with the enquiry officer is also on the record. These wagon loaders, told Balgovind that they give unions subscription to save them not to involve them, but Shri Balgovind replied, paying union's subscription does not mean, they can abuse officials."

Disorderly behaviour, if any, during the enquiry proceedings, cannot, according to the union, be the basis of the findings. Moreover, "DADI PAKARKAR LELENCE" is not an abuse. It can utmost be said to be a crude expression of the acute indignation of the workmen. Moreover, statement of Shri Oberoi has not been corroborated. Findings of the enquiry officer are also perverse in so far as he came to the conclusion on the circumstantial evidences that these wagon loaders' conduct was threatening and, therefore, behaviour was fighting. Inciting to violence has also not been proved. As per ruling of the Supreme Court in the case of Central Bank of India Vs. Prakash Chand Jain (1969-Lab. IC. 1380), this finding is not based upon any legal evidence. Mere suspicion cannot be sufficient for punishment [Calcutta Dock Labour Board Vs. Zaffar Imam and others 1965. II. LLJ. 111 and Harish Chandra Pathak Vs. Registrar, Co-operative Societies, M.P. 1966 (12) F.L.R. 141]. The statement given by Shri Oberoi, Loading Supervisor, during the domestic enquiry does not prove that they incited to violence. Mere apprehension that they would have assaulted him had Shri Balgovind Sharma not come in time is only an apprehension and cannot be a ground for deciding that their behaviour was fighting.

The incident is reported to have taken place in the office room of the Welfare Officer but the welfare officer did not appear as a witness in the domestic enquiry. Finally the punishment has no relation to the gravity of the misconduct. Even their past record has not been taken into consideration while punishing them.

The management's contention was that the mention about disorderly behaviour etc., which these workmen had shown during the enquiry can only be said to be a statement of fact by the enquiry officer in his enquiry report. It was not a basis of his findings. Shri Oberoi's statement has been corroborated by Shri Balgovind Sharma and Mohan Mazdoor during the domestic enquiry. According to the management, the welfare officer was not produced during the domestic enquiry because his position being delicate, he does not ordinarily appear before domestic enquiry in cases of misconduct. The findings of the enquiry officer are also not perverse according to the management.

I have gone through the evidences, oral and documentary, produced before me by both the parties. The statement made by Shri Oberoi before the enquiry officer shows that these wagon loaders went to him and complained that their earnings had been shown less. Naturally, therefore, it can be presumed that they were excited. "DADI PAKARKAR LELENCE" may, under these circumstances, be said to be a crude expression of their indignation for lower earnings. It can utmost be said to be a disorderly behaviour. It has not been proved by any evidence, whatsoever, that it was an abuse and injured religious sentiments and prestige of the

Loading Supervisor. The did not assault nor threatened to assault anybody. They did not preach violence nor incited any other to violence. The only charge, which has been proved by evidences before the enquiry officer, was that of a disorderly and indecent behaviour of these wagon loaders. Their past conduct has not been taken into consideration while punishing them. Keeping in view the circumstances under which they behaved in the disorderly manner does not prove the gravity of the misconduct. The maximum punishment of dismissal inflicted upon these workmen has no proportion to the misconduct they committed. The punishment is shocking to conscience.

Findings:—

Under these circumstances I award that these workmen be reinstated without back wages within 30 days from the date of award coming into force. The period of un-employment they have gone through is, in my opinion, sufficient punishment for the misconduct of disorderly behaviour, which has been proved against them.

JABALPUR,

Dated the 5th December, 1969.

Sd./- V. P. PRATAP,
Assistant Labour Commissioner (C),
Jabalpur and Arbitrator.

[No. 8/37/69-LR.II.]

S.O. 5021.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of Shri V. P. Pratap, Arbitrator, in the industrial dispute between the employers in relation to the management of Messrs Rewa Coal Fields Limited and their workmen, which was received by the Central Government on the 6th December, 1969.

ARBITRATION AWARD

(Under Section 10-A of the Industrial Disputes Act, 1947)

[In the matter of an industrial dispute between the management of M/s. Rewa Coalfields Limited (Burhar and Amlai Collieries) Post Office Dhanpuri, District Shahdol and their workmen represented by Burhar Colliery Mazdoor Sabha, Post Office Dhanpuri, District Shahdol.]

PRESENT:

Shri Ved Prakash Pratap, Assistant Labour Commissioner (C), Jabalpur, Arbitrator.

APPEARANCES:

Representing Employers—Shri Ujagar Singh, Personnel Officer, Messrs Rewa Coalfields Ltd.

Representing Workmen—Shri P. K. Thakur, Vice-President, Burhar Colliery Mazdoor Sabha, P.O. Dhanpuri, Distt. Shahdol (M.P.).

AWARD

Under Arbitration Agreement dated 24th May, 1969 entered into between the above parties under Section 10-A of the Industrial Disputes Act, 1947 and published by government in the Gazette of India under order No. 8/39/69-LR.II dated 4th August, 1969, the following dispute was referred to me for arbitration:—

“Whether the action of the Agent, Rewa Coalfields Limited (Burhar and Amlai Collieries), Post Office Dhanpuri, District Shahdol (Madhya Pradesh) in dismissing Shri Amoli, Boller Attendant with effect from 1st February, 1967 is justified? If not, to what relief is he entitled?”

As per the last para of the arbitration agreement I was required to give my award within 3 months or within such further time as is extended mutually by the parties in writing. The date for submission of the award was extended mutually by the parties in writing upto 31st December, 1969.

On receipt of the arbitration agreement parties were required to submit brief and self-contained statements of their case and also their rejoinders with copies to the opposite parties. After receipt of the pleadings as stated above from both the parties, they were called for necessary discussions over the preliminary legal objections raised by the management. These objections were:—

- (a) Whether the union had any *locus standi* to raise the dispute; and
- (b) Whether the workman was a member of the union on the date of his dismissal.

Before examining the dispute on merits it was decided by the undersigned to hear and dispose off the preliminary objections raised by the management first. Both the parties were heard in this respect on 1st August, 1969. The management's argument was that dismissal regarding one workman cannot gain the characteristic of an industrial dispute unless the union had substantial membership in the establishment and the worker was a member of the union on the date of his dismissal. According to the management a dispute under Section 2-A of the Industrial Disputes Act could only be taken up by the workman himself. In this connection my attention was also invited to the observations of award dated 17th April, 1967 of CGIT Jabalpur in the case of Kanhan Valley Coal Company Limited Dhamua Colliery Vs. their workmen and another award dated 29th April, 1969 of CGIT Jabalpur in the case of M/s. Ballarpur Collieries Company, Bissessor House, Temple Road, Nagpur Vs. their workmen. The management also invited my attention to the observations of Punjab High Court in the case of Khadi Gramudhyog Bhawan Workers Union (1966-II-LLJ. 261) and the arbitration award dated 21st March, 1968 of Shri P. C. Rai, Regional Labour Commissioner (C), Jabalpur (S.O. No. 1154) published in the Gazette of India dated 30th March, 1968. The management's contention was that membership of a union which can entitle it to espouse the cause of a workman must be one anterior to the date of dismissal and not subsequent to it. The management also informed that as per observations contained in the case of workmen of Dimakuchi Tea Estate Vs. Dimakuchi Tea Estate (1958-I-LLJ. 500) :

"The person regarding whom the dispute is raised must be one in whose employment, non-employment, terms of employment, parties to the dispute have a direct or substantial interest."

It was asserted that Shri Amoli was dismissed on 1st February, 1967 and the union raised dispute under letter dated 5th January, 1968. It shows that the union had no direct or substantial interest at the time of dismissal of Shri Amoli.

The argument of the union was that the observations of CGIT Jabalpur and arbitrator, which are only quasi-judicial in nature, cannot be quoted in law. As per the latest ruling given by the divisional bench of the Allahabad High Court in the case of WIMCO Vs. WIMCO workers union (Page 67 F.L.R.—1968(17)], "an office bearer of the union can take up the dispute and it is sufficient to convert an individual dispute into an industrial dispute."

No ruling was cited by the management before me wherein the question of espousal of an industrial dispute concerning the dismissal of a workman *vis-a-vis* provisions of Section 2-A of the Industrial Disputes Act, 1947 had been examined. Keeping in view the provisions of Section 2-A of the Industrial Disputes Act, a dispute between a workman and his employer with regard to his discharge, dismissal, retrenchment or termination is to be deemed to be an industrial dispute irrespective of the fact that no other workman nor any union is a party to the dispute. As regards espousal, we have to look to the provisions of Section 38(1)(a) of the I. D. Act, 1947 according to which a workman may be represented by an officer of a registered trade union of which he is a member. I am of the view that representation includes raising of a dispute before the authorities prescribed under the Industrial Disputes Act.

As regards the crucial date on which the workman should have been a member of the union, the management had contended that the workman must have been a member of the union on a date anterior to his dismissal. In this connection the following cases were cited by the management:—

- (1) Khadi Gramudhyog Bhawan Workers Union (Punjab High Court-1966-II-LLJ. 261).
- (2) Padarth Ratnam and Company—Andhra High Court (1958-II-LLJ. 290).

In this respect my attention was invited by the union to the decision of the division bench of Allahabad Court in the case of WIMCO Vs. WIMCO Workers Union [page 67 F.L.R.-1968(17)]. The Hon'ble High Court fully examined the rulings of Punjab and Andhra High Courts quoted above in this case and disagreed. The Hon'ble Allahabad High Court held that the crucial date is the date of reference as also held by the Patna High Court (division bench) in the case of Jamadoba Colliery (1967-II-LLJ. 663).

No other ruling or observation of any court was brought to my notice. The preliminary objections raised by the management were therefore rejected and it was held that espousal of the dispute by the union was valid.

In this connection it may be stated that the issue whether Shri Amoli was a member of the union on the date of reference was not raised by the management.

After the preliminary objections of the management were rejected by me, following issues were framed on the basis of the pleadings of the parties on 30th August, 1969 :—

1. Was Shri Amoli dismissed during the pendency of conciliation proceedings over his alleged wrongful suspension?
2. Was the Boiler Attendant's certificate of Shri Amoli confiscated by the Boiler Inspector, Madhya Pradesh Government? If so, when?
3. Was an enquiry under Madhya Pradesh Boiler Attendants' Rules 1958 in progress when the domestic enquiry was held? and
4. Whether the domestic enquiry was fair and findings of enquiry officer proper?

After framing of the issues, parties submitted their documents which were examined by the opposite parties and evidences recorded finally on 13th November, 1969. The union produced only two witnesses, namely Shri Amoli, workman concerned and Shri Jagdish Singh, Secretary, Burhar Colliery Mazdoor Sabha. Three witnesses, namely S/Shri H. K. Ghosh, Hakim and Phool Chand were examined on behalf of the employers.

Parties closed their evidences on 13th November, 1969. They were allowed time upto 25th November, 1969 to file written arguments and 26th November, 1969 was fixed for oral arguments. Written arguments were received only from the management but not from the union. After oral arguments on 26th November, 1969 proceedings were closed.

Now I propose to examine the issues framed in seriatim :—

Issue No. 1.—The union has contended that Shri Amoli was dismissed during the pendency of conciliation proceedings over his alleged wrongful suspension without any express permission or approval by the conciliation officer before whom the dispute was pending. Thus according to the union his dismissal has been in contravention of Section 33 of the I.D. Act 1947. In this connection the union had submitted a conciliation settlement dated 26th June, 1967 over this dispute which shows that the dispute was raised by Shri Amoli, workman concerned in the instant dispute also, under his letter dated 16th January, 1966 before the Assistant Labour Commissioner (C) Jabalpur who was also a conciliation officer under the I.D. Act, 1947. Short recital of the case, as given in the memorandum of settlement, shows that conciliation proceedings were held by him over that dispute on 26th June, 1967 when the settlement under reference was signed. The contention of the union is that there is no express provision under the I. D. Act regarding commencement of conciliation proceedings in public utility services where no notice of strike or lockout, as envisaged under Section 2-A of that Act, is given. Thus according to the union conciliation proceedings should be deemed to have commenced on the date the dispute is submitted to the conciliation officer.

The management's contention in this connection was that the conciliation proceedings commenced on 26th June, 1967 when the conciliation officer seized the dispute in conciliation. Moreover, it was under letter No. J-57(14)/67 dated 9th February, 1967 that the Assistant Labour Commissioner (C), Jabalpur called for the comments of the management on letter dated 16th January, 1967 from Shri Amoli, Boiler Attendant which formed a subject matter of conciliation settlement dated 26th June, 1967. It was not known to the management till the receipt of this letter dated 9th February, 1967 that Shri Amoli had taken up his dispute regarding wrongful suspension before the Assistant Labour Commissioner (C), Jabalpur. Shri Amoli was dismissed by the management on 1st February, 1967 i.e. much before the dispute was taken into conciliation by the conciliation officer.

I have gone through the conciliation settlement dated 26th June, 1967 and also letter No. J-57(14)/67 dated 9th February, 1967 from the Assistant Labour Commissioner (C), Jabalpur to the management of Burhar and Amlaj Collieries. I have also gone through the various provisions of the I. D. Act, 1947, particularly the provisions contained in Sections 12, 20, 22, 33 of the said Act. I am of the view that in non-public utility services as well as in public utility service where no notice of strike or lock-out in terms of Section 22 of the said Act, conciliation proceedings should be deemed to commence on the date the conciliation officer decides to seize it into conciliation. A perusal of the memorandum of settlement dated 26th June, 1967 shows that Shri Amoli had raised an industrial dispute alleging that the management of Burhar Colliery of M/s. Rewa Coalfields Limited, Burhar had wrongfully not paid him $\frac{1}{2}$ wages for the period of suspension for the first ten days. This dispute was raised by him under letter dated 16th January,

1967. It is doubtful whether this dispute raised by Shri Amoli could at all be said to be an industrial dispute. However, it is clear from the said settlement that the conciliation proceedings over the same were held on 26th June, 1967. I, therefore, hold that the conciliation proceedings had commenced on 26th June, 1967. As Shri Amoli was dismissed on 1st February, 1967, I find that Shri Amoli was not dismissed during the pendency of conciliation proceedings. Therefore, the provisions of Section 33 of the I. D. Act are not at all attracted.

It may also be stated that it was only under letter No. J-57(14)/67 dated 9th February, 1967 that the management came to know about the industrial dispute having been raised by Shri Amoli under his letter dated 16th January, 1967. It is thus clear that the earlier dispute raised by Shri Amoli under his letter dated 16th January, 1967 had no reflexion upon managements' action in dismissing him on 1st February, 1967.

Issue No. 2.—The management had produced a receipt dated 29th November, 1966, a perusal of which reads as under :—

'No. 2/-

Receipt

Dated 29-11-1966.

Received Second Class Boiler Attendant's Certificate of Competency No. 67 of 1960 Dt. Indore 12th January, 1960 in favour of Amoli s/o Malndha, which has been forwarded to the Sr. Inspector of Boilers, Madhya Pradesh, Raipur Division, as per his desire.

(Sd./-) Amoli.

(Sd./-) Mechanical Engineer,

29-11-1966.

Central Workshop, Rewa Coalfields Limited.

This shows that Boiler Attendant's Certificate of Shri Amoli was received and forwarded by the management to the Sr. Inspector of Boilers, Madhya Pradesh as per his desire on 29th November, 1966. It has not been proved by any evidence whatsoever that this amounted to confiscation of his certificate by the Boiler Inspector, Madhya Pradesh Government.

Issue No. 3.—The union's contention was that an enquiry under Madhya Pradesh Boiler Attendant Rules, 1958 was in progress when the domestic enquiry was held. Under Section 18 of the I.D. Act, 1923 if any accident occurs to the boiler, the owner is to report the same to the Inspector within 24 hours of the accident. In the instant case accident to the boiler took place on 22nd November, 1966. This came to the notice of Boiler Inspector immediately on that date, as, according to Shri H. K. Ghosh, Assistant Manager and Enquiry Officer in the instant case, he happened to be there on that date. Thus Boiler Inspector became seized of the matter on that date. Further a copy of the summon, issued by Sub Divisional Officer, Sohagpur, has been filed as a document by the union. The same has been admitted by the management. This is a notice issued by the court for appearance of Shri Amoli on 25th September, 1968 in connection with the enquiry into his alleged negligence concerning accident to the boiler. The notice shows that the case was registered in 1966. Shri Amoli was dismissed on 1st February, 1967. He was dismissed when statutory enquiry by Boiler Inspector, involving question of facts and law, was in progress. Although it is within the competence of the Boiler Inspector to decide within a period of 24 months whether the matter should be sent to a Magistrate to decide, yet it is a fact that the S. D. O., Sohagpur, a First Class Magistrate, had taken cognizance of the matter and registered it as a case in 1966. Thus the matter was also pending before the magistrate when the domestic enquiry was held and the workman was dismissed. As per the decision of the Supreme Court in the case of Delhi Cloth and General Mills Company Limited Vs. Khushalbhan (1960-1 L.L.J. 520) the departmental enquiry should have been stayed till the conclusion of magisterial enquiry. The managements' contention in this respect is that the domestic enquiry was held on 29th December, 1966 and the enquiry officer made his report on 5th January, 1967. Till then nothing was known about the magisterial enquiry, even to the union's witness Shri Jagdish Singh, Secretary, Burhar Colliery Mazdoor Sabha. Information about the magisterial enquiry was received only on 2nd February, 1967. Thus it is not correct to say that the workman was dismissed during the pendency of the magisterial enquiry. Moreover, the Supreme Court has held in the case of Delhi Cloth and General Mills Company Limited Vs. Khushalbhan (supra) that the domestic enquiry may be held even while a criminal case is pending and dismissal based on the findings at the enquiry is not bad in law.

I have gone through the contentions of both the parties. The Supreme Court has clearly observed in the case of Delhi Cloth and General Mills Company Limited Vs. Khushalban referred to above as under:—

'It is true that very often employer stay enquiries pending decision of the criminal trial courts and that is fair. But it could not be said that the principles of natural justice require that an employer must wait for decision atleast of the trial court before taking an action against the employee even though it may prejudice his case in the criminal court.'

As regards fairness in the action of the employer in continuing the domestic enquiry, it has borne out from the evidence that the matter regarding pendency of this case before the Magistrate First Class, Sohagpur came to the notice of the management only after the enquiry officer had concluded the enquiry and submitted his report and the workman punished. Thus the management's action in concluding the present enquiry cannot be said to be unfair.

Issue No. 4.—The union's contention was that enquiry was not fair and findings proper because :—

(1) In the notice dated 27th December, 1966 addressed to Shri Amoli by the Manager, Burhar No. 3 Mine informing him to be present before the domestic enquiry on 29th December, 1966, the name of the enquiry officer has not been mentioned with the result that the workman had no chance to challenge his competency to conduct the enquiry.

(2) The enquiry was conducted by Shri H. K. Ghosh who also happened to be Assistant Manager Incharge of the same shift. Thus he must have personal knowledge of the accident much before he conducted the enquiry and, therefore, he was not competent to hold the enquiry because of the personal knowledge he had about the same, which is reflected in his findings as contained in para 3 of his report dated 5th January, 1967. This reads as under :—

'The Boiler Attendant's Certificate of the worker was confiscated by the Boiler Inspector who was incidently here that day, for the above misconduct.'

During the course of arbitration proceedings Shri Ghosh has deposed that the fact about the presence of the Boiler Inspector was recorded on the basis of the statement given by Shri Hakim during the domestic enquiry. During the domestic enquiry Shri Hakim had stated that

“श्री अमोली का सर्टीफिकेट वायलर इन्स्पेक्टर द्वारा जप्त किया गया” Even during arbitration proceedings Shri Hakim

had stated that the Boiler Inspector was not at Mine No. 3 on 22nd November, 1966. Thus it is clear that the personal knowledge of Shri Ghosh is reflected in his findings.

During the course of domestic enquiry Shri Hakim's statement reads as under :—

“मैं हुकूम अपना लिखित बयान पेश करता हूँ श्री अमोली का सर्टीफिकेट वायलर इन्स्पेक्टर द्वारा जप्त किया गया”

This statement was given by Shri Hakim on 29th December, 1966. It has neither been enquired nor stated by him as to when and why the certificate of Shri Amoli was confiscated.

It was further contended by the union that the findings of the enquiry officer are perverse. The test of perversity is laid down by Supreme Court in the case of Central Bank of India Limited Vs. Prakash Chand Jain (1969, Lab. IC. 1380) which is that the findings may not be supported by any legal evidence at all. The findings of the enquiry officer are perverse as they are not based on any evidence. The misconduct of Amoli has not been proved. Shri Hakim appeared as employers' witness has only narrated certain talks which had taken place between him and Shri Amoli, but this is not a specific proof of Amoli's misconduct.

The admission of misconduct of Amoli has not been proved. It is inconceivable that just immediately after Shri Amoli refused to sign below the statement made by Shri Hakim before the enquiry officer in the domestic enquiry, he came forward with his admission of misconduct. This is really abnormal. It seems that the admission was extracted and thus the responsibility for accident to the boiler was shifted by the management to Shri Amoli in order to mitigate their own responsibility.

Shri Hakim who was an employer's witness has deposed before me that the chargesheet was read over and explained to Shri Amoli but he did not remember

whether the reply given by Shri Amoli was or was not read over to him by the enquiry officer in his presence.

The first issue raised by the union with regard to the enquiry is that the workman was not informed about the name of the enquiry officer, in the notice dated 27th December, 1966 addressed to him by the management informing him to be present in domestic enquiry with the result that the workman has no chance to challenge his competency to conduct the enquiry. A perusal of evidence led by the management shows that Shri Amoli was present during the domestic enquiry. Once having presented, he is estopped from challenging the competency of the enquiry officer particularly when he had not challenged the same before him during the domestic enquiry. The objection of the union does not stand.

The second objection raised by the union is about the personal knowledge of the enquiry officer with regard to the accident to the boiler. I have gone through the statement given by Shri H. K. Ghosh before me during the arbitration proceedings and find that he had nowhere admitted about his personal knowledge either to the accident to the boiler on 22nd November, 1966 or to the presence of boiler inspector on that date. He stated during his cross-examination that the fact about the presence of Boiler Inspector was recorded on the basis of the statement given by Shri Hakim during the enquiry. On the other hand Shri Hakim stated during arbitration proceedings that the Boiler Inspector was not at Mine No. 3 on 22nd November, 1966. Even during the domestic enquiry Shri Hakim had stated that Shri Amoli's certificate was confiscated by the Boiler Inspector. It is not clear from his statement as to whether the Boiler Inspector was present on that date or whether the certificate of Shri Amoli was confiscated by him on 22nd November, 1966 or on a subsequent date. Naturally, therefore, the insertion of the presence of the Boiler Inspector incidentally there on that date by the enquiry officer in his enquiry report dated 5th January, 1967 cannot be said to be based on the statement of Shri Hakim. However, presence of the Boiler Inspector or even confiscation of the certificate of Shri Amoli by the Boiler Inspector is not material to the dispute before me. The workman was chargesheeted for gross neglect of work. The imputation of charge was that as per report received by the management on 22nd November, 1966 in his shift at about 3.30 P.M. he had not checked the water level in the gauge glass of boiler No. 2318 and allowed it to fire without water due to which accident was caused, the boiler was damaged. Although it is stated in the chargesheet dated 2nd December, 1966 that it was noted by the management that Amoli's certificate has also been confiscated by the Boiler Inspector due to negligence on his part, yet it can not be said to be a misconduct for which the workman was chargesheeted and, therefore, the introduction of the presence of the Boiler Inspector or even confiscation of his certificate in the enquiry report dated 5th January, 1967 is irrelevant.

It is a fact that no copy of the report, on the basis of which Shri Amoli was chargesheeted for the alleged misconduct, had been supplied to the workman but non-supply of that report has not prejudicially affected his case because the details about the misconduct for which he was charged have been specifically given in the chargesheet. It has also been held so in the case of New Victoria Mills Company Limited Kanpur Vs. Jaggannath [1964-I-LLJ-110(111)] and in the case of Malayalam Plantations Limited Quillon Vs. Industrial Tribunal Calicut and another [1968-I-LLJ-49(50)] and by the Supreme Court in the case of Tata Engineering and Locomotive Compny Limited Vs. S. C. Prasad [1969(5) and (6) F.L.R. (150). (page 162).]

The union has also challenged about the perversity of the findings of the enquiry officer. I have gone through the test of perversity as laid down by the Supreme Court in the case of Central Bank of India Limited Vs. Prakash Chand Jain (1969-Lab. I.C. 1380). A finding which is not supported by any legal evidence at all will be taken to be perverse, 'but it is essential to bear in mind the difference between a finding which is not supported by any legal evidence and finding which may appear to be not supported by sufficient or adequate satisfactory evidence.' An enquiry officer is not expected to be an expert person in the technicalities of evidence. The test for determination is whether on the basis of legal evidence available during the enquiry. If so, the findings of a person of ordinary prudence would also come to the same conclusion the enquiry officer cannot be said to be perverse. During the course of the domestic enquiry Shri Amoli has admitted his misconduct. This was duly signed by him before the enquiry officer. The workman, while submitting reply to the chargesheet, has denied the misconduct but after statement of Shri Hakim was recorded on behalf of the management. Shri Amoli came forward with admission of misconduct instead of proving his reply about non-admission of the misconduct as alleged against him in the chargesheet. There does not appear to be anything

strange in it. It has been stated by Shri Ghosh during arbitration proceedings that he relied upon the statement given by Shri Amoli before him during the domestic enquiry because it was recorded in his presence. Simply because he had not stated in his enquiry report as to why he did not rely upon the reply to the chargesheet given by Shri Amoli, does not vitiate the findings. Under ordinary circumstances a man of ordinary prudence would give more weight to the statement given by a person before him rather than to some communication addressed earlier to the management.

It has been alleged by the union that from the circumstances it appears that the admission was extracted from Shri Amoli. There appears to be no basis for it. The unions' assertion that it was inconceivable for Shri Amoli to have admitted the misconduct immediately after he had refused to sign below the statement made by Shri Hakim is only a conjecture which cannot be a basis of a finding. A perusal of the statement made by Shri Amoli before the enquiry officer shows that he had admitted his negligence that he did not check the gauge glass before firing the boiler. It has not been proved that he ever alleged earlier about the extraction of this confession. Naturally, therefore, the plea of extraction is an after-thought.

I have gone through the documentary as well as oral evidences produced before me and come to the conclusion that a fair and proper enquiry was held, the workman was given full opportunity to prove his case and that the findings of the enquiry officer on the basis of confession of Shri Amoli is just and proper. It is not necessary for the management to lead evidence in support of the allegations if the workman admits the guilt (Central Bank of India Limited and Karunamoy Banerjee—1967-II.L.L.J. 739(745)).

Finding.—After weighing the evidence produced/led before me by both the parties I conclude that the action of the management in dismissing Shri Amoli, Boiler Attendant w.e.f. 1st February, 1967 was justified. Naturally, therefore, he is not entitled to any relief. I award accordingly.

JABALPUR,

Dated the 2nd December, 1969.

(Sd.) V. P. PRATAP,

Assistant Labour Commissioner (Central),
Jabalpur and Arbitrator.

[No. 8/39/69-LRII.]

S.O. 5022.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of Shri V. P. Pratap, Arbitrator, in the industrial dispute between the employers in relation to the management of Rewa Coalfields Limited (Burhar & Amlai Collieries) Post Office Dhanpuri, District Shahdol (Madhya Pradesh) and their workmen, which was received by the Central Government on the 10th December, 1969.

ARBITRATION AWARD

(Under Section 10-A of the Industrial Disputes Act, 1947)

[In the matter of an industrial dispute between the management of M/s. Rewa Coalfields Ltd. (Burhar & Amlai Collieries) P.O. Dhanpuri, Distt. Shahdol and their workmen represented by Burhar Colliery Mazdoor Sabha, P.O. Dhanpuri, Distt. Shahdol.]

PRESENT:

Shri Ved Prakash Pratap, Assistant Labour Commissioner(C), Jabalpur
ARBITRATOR.

APPEARANCES:

Representing Employers: Shri Ujagar Singh, Personnel Officer, M/s. Rewa Coalfields Ltd.

Representing Workmen: Shri P. K. Thakur, Vice President, Burhar Colliery Mazdoor Sabha P.O. Dhanpuri, Distt. Shahdol. (MP).

AWARD

Under Arbitration Agreement dated 24th May, 1969 entered into between the above parties under Section 10-A of the Industrial Disputes Act, 1947 and published by Government in the Gazette of India under order No. 8/38/69-LRII dated 16th July, 1969, the following dispute was referred to me for arbitration:—

“Whether Shri Chhutuwa S/o Ghisau, Trammer was stopped from work by the Manager of Burhar Colliery & Amlai Colliery of M/s. Rewa Coalfields Ltd., P.O. Dhanpuri, Dist. Shahdol (MP) with effect from 4th September, 1967? If so, was his action justified, and if not, to what relief is he entitled?”

As per the last para of the arbitration agreement I was required to give my award within 3 months or within such further time as is extended mutually by the parties in writing. The due for submission of the award was extended mutually by the parties in writing upto 31st December, 1969.

On receipt of the arbitration agreement parties were required to submit brief and self contained statements of their case and also their rejoinders with copies to the opposite parties. After receipt of the pleadings as stated above from both the parties, they were called for necessary discussions over the preliminary legal objections raised by the management. These objections were:—

- (a) Whether the union had any *locus standi* to raise the dispute; and
- (b) Whether the workman was a member of the union on the date of his dismissal.

Before examining the dispute on merits it was decided by the undersigned to hear and dispose off the preliminary objections raised by the management first. Both the parties were heard in this respect on 1st August, 1969. The managements' argument was that dismissal regarding one workman cannot gain the characteristic of an industrial dispute unless the union had substantial membership in the establishment and the worker was a member of the union on the date of his dismissal. According to the management a dispute under Section 2-A of the Industrial Disputes Act could only be taken up by the workman himself. In this connection my attention was also invited to the observations of award dated 17th April, 1967 of CGIT Jabalpur in the case of Kanhan Valley Coal Co. Ltd. Dhamua Colliery Vs. their workmen and another award dated 29th April, 1967 of CGIT Jabalpur in the case of M/s. Ballarpur Collieries Company, Bissessor House, Temple Road, Nagpur Vs. their workmen. The management also invited my attention to the observations of Punjab High Court in the case of Khadi Gramudyog Bhawan Workers Union (1966-II. LLJ-261) and the arbitration award dated 21st March, 1968 of Shri P. C. Rai, Regional Labour Commissioner(C), Jabalpur (S.O. No. 1154) published in the Gazette of India dated 30th March, 1968. The managements' contention was that membership of a union which can entitle it to espouse the cause of a workman must be one anterior to the date of dismissal and not subsequent to it. The management also informed that as per observations contained in the case of Workmen of Dimakuchi Tea Estate Vs. Dimakuchi Tea Estate (1958-I. LLJ-500):

"The person regarding whom the dispute is raised must be one in whose employment, non-employment, terms of employment parties to the dispute have a direct or substantial interest."

It was asserted that Shri Chhutuwa was dismissed on 4th September, 1967 and the union raised dispute under letter dated 3rd October, 1967. It shows that the union had no direct or substantial interest at the time of dismissal of Shri Chhutuwa.

The argument of the union was that the observations of CGIT Jabalpur and arbitrator, which are only quasi-judicial in nature, cannot be quoted in law. As per the latest ruling given by the divisional bench of the Allahabad High Court in the case of WIMCO Vs. WIMCO Workers Union [page 67 F.L.R.-1968(17)], "an officer bearer of the union can take up the dispute and it is sufficient to convert an individual dispute into an industrial dispute."

No ruling was cited by the management before me wherein the question of espousal of an industrial dispute concerning the dismissal of a workman *vis-a-vis* provisions of Section 2-A of the Industrial Disputes Act, 1947 had been examined. Keeping in view the provisions of Section 2-A of the Industrial Disputes Act, a dispute between a workman and his employer with regard to his discharge, dismissal, retrenchment or termination is to be deemed to be an industrial dispute irrespective of the fact that no other workman nor any union is a party to the dispute. As regards espousal, we have to look to the provisions of Section 38(I)(a) of the I.D. Act, 1947 according to which a workman may be represented by an officer of a registered trade union of which he is a member. I am of the view that representation includes raising of a dispute before the authorities prescribed under the Industrial Disputes Act.

As regards the crucial date on which the workman should have been a member of the union, the management had contended that the workman must have been a member of the union on a date anterior to his dismissal. In this connection the following cases were cited by the management:—

- (1) Khadi Gramudyog Bhawan Workers Union (Punjab High Court—1966-II.LLJ.261).
- (2) Padarth Ratnam & Co. (Andhra High Court—1958-II.LLJ. 290).

In this respect my attention was invited by the union to the decision of the division bench of Allahabad High Court in the case of WIMCO Vs. WIMCO Workers Union [page 67 F.L.R. 1968(17)]. The Hon'ble High Court had fully examined the rulings of Punjab & Andhra High Courts quoted above in this case and disagreed. The Hon'ble Allahabad High Court held that the crucial date is the date of reference as also held by the Patna High Court (Division Bench) in the case of Jamadoba Colliery (1967-II.L.L.J-663).

No other ruling or observation of any court was brought to my notice. The preliminary objections raised by the management were, therefore, rejected and it was held that espousal of the dispute by the union was valid.

In this connection it may be stated that the issue whether Shri Chhutuwa was a member of the union on the date of reference was not raised by the management.

After the preliminary objections of the management were rejected by me, following issues were framed on the basis of the pleadings of the parties on 30th August, 1969:—

1. Whether Shri Chhutuwa S/o Ghilsau, Trammer was stopped from work by the Manager of the Colliery with effect from 4th September, 1967? and
2. If so, was this action of the Manager, justified?

After framing of the issues, parties submitted their documents which were examined by the opposite parties and evidences recorded finally on 13th November, 1969. The union produced only one witness, namely Shri Chhutuwa, workman concerned. Four witnesses, namely S/Shri G. D. Kapoor, K. C. Das Puri, Ram Avtar and Ram Bahadur were examined on behalf of the employers.

Parties closed their evidences on 13th November, 1969. They were allowed time upto 25th November, 1969 to file written arguments and 26th November, 1969 was fixed for oral arguments. Written arguments were received only from the management but not from the union. After oral arguments on 27th November, 1969 proceedings were closed.

Now I propose to examine the issues framed in serialim:—

Issue No. 1:—

The statement given by Shri Chhutuwa is that he was stopped about 2 years back on a Saturday at 2 p.m. without any chargesheet or enquiry. He did not go to report about it to any officer. He further stated that on Saturday his duty was in the shift starting from 2 p.m. and his shift was to start at 12 in the mid-night on Monday next. He further stated that he reported this matter to the union 7 or 8 days after the incident. During his cross-examinations he stated that he was working on the Surface and was not getting any underground allowance. On a question put by me he stated that he was stopped by Mr. Kapoor. This was the only witness produced on behalf of the union. Four witnesses, namely S/Shri G. D. Kapoor, Assistant Manager, No. 1 Mine Burhar Colliery, K. C. Das-puri, Manager, Bhamori Colliery, Parasla, Ram Avtar, Attendance Clerk and Ram Bahadur Watchman, were produced on behalf of the management. Shri G. D. Kapoor, Assistant Manager stated that Shri Chhutuwa was working in the second shift during the week ending 2nd September, 1967. In that shift his duty was from 4 p.m. till 12 midnight. He was working as an underground Trammer in the shift, of which he was the Assistant Manager. He always worked underground for which he was given underground allowance. On 2nd September, 1967 when he went inside the mine at about 4-30 p.m. he did not find Chhutuwa on duty. When he came out at about 6-45/7-00 p.m. Chhutuwa was found on the track line which was between the office and teastall. Thereafter, he said, he went to the attendance clerk and asked him to show Chhutuwa out as after taking the token he had not gone underground on duty. He further stated that thereafter he had a telephonic talk with Shri Das, Mines Manager and under instructions from him attendance clerk was requested to intimate Chhutuwa to meet Mr. Das on Monday. Thereafter Shri Chhutuwa did not meet him nor he stopped Chhutuwa from work. This was corroborated by Shri K. C. Das Puri who was manager of that colliery then. He also stated that Chhutuwa did not see him nor was any representation received by him to the effect that he was stopped from work. Shri Ram Avtar, Attendance Clerk also corroborated the statement given by Shri Kapoor. He also produced attendance register of the second shift for the week ending 2nd September, 1967 on form 'C', which was a register for underground workers. Therein Shri Chhutuwa was shown as underground.

Trammer and on 2nd September, 1967 he was shown in at 4-00 p.m. and out at 7-05 p.m. He further stated that he did not receive instructions to stop Chhutuwa from work. Further Shri Chhutuwa did not come on duty on Monday. The worker was shown to be receiving underground allowance for working underground as shown in the register of wages. Shri Ram Avtar was the attendance clerk in the very shift in which Chhutuwa used to work. The statement given by Ram Bahadur is not very material to the issue under examination. He had simply stated that he delivered a letter dated 19th September, 1967 to Chhutuwa but when he went to deliver letter dated 29th September, 1967 Shri Chhutuwa was not available at his residence, although he went 3 or 4 times on different dates.

Nowhere it is borne out from the statements recorded before me, as referred to above, that Shri Chhutuwa was stopped by the Manager of the colliery w.e.f. 4th September, 1967. Shri Chhutuwa has stated that he was stopped on Saturday at 2 p.m. but a perusal of the attendance register clearly shows that he was shown out on 2nd September, 1966 at 7-05 p.m.

The union's contention was that according to the management the workman was found malingering. As malingering on duty is a misconduct, the workman should have been chargesheeted as per standing orders rather than having been stopped from work. This plea is not relevant as Shri Chhutuwa having been stopped from work has not been proved.

Findings:—

The dispute before me is to examine whether Shri Chhutuwa was stopped from work by the Manager from 4th September, 1967. From the evidence produced before me by both the parties, I find that Shri Chhutuwa was not stopped from work by the Manager from 4th September, 1967. Naturally, therefore, he is not entitled to any relief. I award accordingly.

(Sd.) V. P. PRATAP,

Assistant Labour Commissioner,
(Central), Jabalpur and Arbitrator.

JABALPUR,

Dated, the 3rd December, 1969.

[No. 8/38/69-LR. II.]

New Delhi, the 18th December 1969

S.O. 5023.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur in the industrial dispute between the employers in relation to the Mirgapur Manganese Mines, owned by R. S. Seth Gopikishan Agarwal through his Mining Contractors Messrs Rajaramka Brothers (Private) Limited Tumsar, Post Office Tehsil and District Bhandara and their workmen which was received by the Central Government on the 5th December, 1969.

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR**

Dated November 28, 1969

PRESENT:

Shri G. C. Agarwala, Presiding Officer.

CASE REF. No. CGIT/LC(R) (28) OF 1969.

PARTIES:

Employers in relation to the Miragpur Manganese Mines, owned by R. S. Seth Gopikishan Agarwal through his Mining Contractors Messrs Rajaramka Brothers(P) Limited, Tumsar, Post Office Tehsil and District Bhandara.

Versus

Their workmen.

APPEARANCES:

For employers—None.

For workmen—None.

INDUSTRY: Manganese Mine.

DISTRICT: Bhandara (M.P.).

AWARD

By Notification No. 35/17/67-LRI dated 9th June, 1969, the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), Government of India, referred the following matter of dispute as stated in the schedule to the order of reference to this Tribunal, for adjudication :

Matter of Dispute

Whether the demand of the workmen employed in Miragpur Manganese Mines owned by R. S. Seth Gopkishan Agarwal through his mining contractors Messrs Rajaramka Brothers (Private) Limited for revision of the wage structure is justified? If so, what should be the wage structure?

2. The order of reference was received by this Tribunal on 17th June, 1969. Under Rule 10-B of the Industrial Disputes (Central) Rules 1957 the parties were supposed to have sent their statements of claim within two weeks from the date of the receipt of the order of reference. They both failed to comply with the rule and when no statements of claim were received notices were sent to the parties as a matter of grace allowing them an opportunity to file statements of claim by 25th July, 1969. This date was, however, changed to 6th October, 1969 because of the illness of the Presiding Officer and for which due notice was given to parties. Even so, no statements of claim were filed and the only communication received was from the Contractors M/s. Rajaramka Brothers (P) Limited seeking adjournment on the ground that the representative had fallen ill. Both parties were again given an opportunity to file statements of claim and pointed attention was drawn to Rule 10-B of the I.D. (Central) Rules. Despite this indulgence no statement of claim was received and there is no option but to decide the dispute in default of the parties.

3. The conciliation failure report appended with the order of reference does not disclose what precisely was the demand for revision of wages. As a matter of fact, the report says that the Union had served a number of demands and had threatened to go on strike. What those demands were have not been stated in the conciliation failure report. Be as it may, it was for the workmen to have justified a revision of the wage structure. It does not appear that the demand was for fixation of a minimum subsistence wage. On the other hand, it appears that the demand was for revision of the wage structure viz. for determination of a fair wage. This question cannot be determined without necessary data so as to apply the principle of region-cum-industry.

Decision:—

The result therefore is that without necessary proof and justification it is not possible to say that the demand of the workmen for revision of wage structure is justified. The second part of the issue under reference does not arise. No order for costs.

(Sd.) G. C. AGARWALA,
Presiding Officer.
28-11-1969.

[No. 35/17/67-LR-IV.]

S.O. 5024.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Rajasthan Jaipur, in the industrial dispute between the employers in relation to the Choukhandi Manganese Mines Balaghat District of Messrs C. P. Syndicate (Private) Limited, Nagpur and their workmen, which was received by the Central Government on the 5th December, 1969.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR

Dated December 1, 1969

PRESENT:

Shri G. C. Agarwala, Presiding Officer.

CASE REF. No. CGIT/LC(R) (17) OF 1969

PARTIES:

Employers in relation to the Choukhandi Manganese Mines Balaghat District of M/s. C. P. Syndicate (Private) Limited, Nagpur.

Versus

Their workmen represented through Samyukta Khadan Mazdoor Sangh,
Post Office Tirodi, District Balaghat (Madhya Pradesh).

APPEARANCES:

For employers—Sri J. C. Raval, Authorised Representative.

For Union—Sri K. Nutneshwar, Secretary of the Union.

INDUSTRY: Manganese Mine

DISTRICT: Balaghat (M.P.).

AWARD

By Notification No. 35/13/68-LRI dated 14th April, 1969 the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), Government of India, referred the following matter of dispute as stated in the schedule to the order of reference to this Tribunal, for adjudication:—

Matter of Dispute

Whether the action of Messrs C. P. Syndicate (Private) Limited, Nagpur, management of Choukhandi Manganese Mines, Balaghat District in reinstating the workman Shri Kesharchand as Miscellaneous temporary worker. With effect from the 1st November, 1967 and then terminating his services with effect from the 23rd January, 1968 was justified?

If not, to what relief is the workman entitled?

2. After statements of claim were filed by both sides they were required to file rejoinders and the date for preliminary hearing fixed was 3rd December, 1969. The Union Secretary, Sri K. Nutneshwar, accompanied by the authorised representative of the management appeared on this date and he filed an application intimating that the workman concerned had applied to the Union not to proceed with the dispute. The application of the workman concerned was appended therewith. In view of this, Union did not desire to pursue the dispute.

3. It appears that by reason of some settlement the workman concerned Sri Keshar Chand was reinstated by the employers on 1st November, 1967 but management again terminated his services on 23rd January, 1968. The Union took up the dispute in conciliation which resulted in this reference. Now that the workman himself is no more interested in the dispute and the Union has given up his cause, the issue under reference is answered in affirmative and the workman is not entitled to any relief.

(Sd.) G. C. AGARWALA,

Presiding Officer.

1-12-1969.

[No. 35/13/68-LR-IV.]

New Delhi, the 19th December 1969

S.O. 5025.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of Shri R. C. Jain, Arbitrator, in the industrial dispute between the employers in relation to the management of Johilla Coalfields (Private) Limited, Birsinghpur Pali, District Shahdol and their workmen, which was received by the Central Government on the 15th December, 1969.

**BEFORE SHRI R. C. JAIN, ASSISTANT LABOUR COMMISSIONER AND
ARBITRATOR, JABALPUR DIVISION, JABALPUR**

Names of the Parties:

The General Secretary, Birsinghpur Colliery Mazdoor Sabha, P.O. Birsinghpur Pali, District Shahdol—*First Party*.

AND

The General Manager Johilla Coalfields (Pvt.) Ltd., Birsinghpur Pali, District Shahdol—*Second Party*.

AWARD

In the matter of reference under Section 10-A of the Industrial Disputes Act, 1947 regarding termination of services of Sarvashri Lalji, Ramadhin, Punava, Andhoo and Ram Avtar.

(Award dated the 25th March, 1969)

The dispute regarding termination of service of the following five workmen was referred to the undersigned for arbitration under Section 10-A of the Industrial Disputes Act vide Order No. 5/7/69/LR-II, dated 18th February, 1969 of the Government of India, Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), New Delhi:—

- (1) Shri Lalji.
- (2) Shri Ramadhin.
- (3) Shri Punava.
- (4) Shri Andhoo.
- (5) Shri Ram Avtar.

Accordingly arbitration proceedings were commenced. During the pendency of the proceedings the parties were advised to settle the dispute by mutual negotiations.

I am happy that the parties have mutually resolved the matter in dispute alongwith other issues. The terms of the settlement relevant to the dispute in question are as under:—

"As regards 5 workmen namely S/Shri Ramadhin, Lalji, Ramavatar, Andhoo and punauwa whose dispute is pending arbitration before Shri R. C. Jain, Assistant Labour Commissioner, Jabalpur Division, Jabalpur, M.P. State it is agreed as under:—

- (a) The management agrees to reinstate S/Shri Lalji and punauwa with effect from the date they report for duty, which should in all cases be within a week of this settlement. The intervening period from the date of their dismissal till the date of their reinstatement shall be treated as leave without pay.
- (b) The management agrees to give employment on the same terms and conditions to S/Shri Ramavatar and Andhoo within a week from today provided they report for duty within a week of this settlement. The period from the date of their dismissal till the re-employment shall be treated as suspension as a measure of punishment for which they shall not be entitled to any wages. They will however get the benefit of their old services for all purposes. Union assures good behaviour on their behalf.

(c) Demand in respect of Shri Ramadhin is not pressed."

The parties have requested that the Award in terms of the above settlement be passed.

I am satisfied that the settlement is voluntary, fair and reasonable and therefore I give my Award accordingly.

(Sd.) R. C. JAIN,
Assistant Labour Commissioner
&
Arbitrator,
Jabalpur Division, Jabalpur.
[No. 5/7/69-LR.II.]

JABALPUR;

Dated the 25th March, 1969

S.O. 5026.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 2), Dhanbad, in the industrial dispute between the employers in relation to the management of the Kankanee Colliery of Messrs Karam Chand Thapar Private Limited, Post Office Bansjora, District Dhanbad and their workmen, which was received by the Central Government on the 16th December, 1969.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT:

Shri Nandagiri Venkata Rao, Presiding Officer.

REFERENCE No. 10 of 1968

In the matter of an industrial dispute under Section 10(1) (d) of the Industrial Disputes Act, 1947.

PARTIES:

Employers in relation to the Kankanee Colliery of M/s. Karam Chand Thapar Private Limited, P.O. Bansjora (District Dhanbad).

AND

Their workmen.

APPEARANCES:

On behalf of the employers—Shri K. C. Nandkeolyar, Deputy Chief Personnel Officer.

On behalf of the workmen—Shri Ram Mitra, Secretary, Bihar Koyala Mazdoor Sabha.

STATE: Bihar.

INDUSTRY: Coal.

Dhanbad, 9th December, 1969/18th Agrahayana, 1891 Saka

AWARD

The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the Kankanee Colliery of M/s. Karam Chand Thapar Private Limited, P.O. Bansjora (District Dhanbad) and their workmen, by its order No. 2/104/68-LR.II dated 5th August, 1968 referred to this Tribunal under Section 10(1) (d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the schedule annexed thereto. The schedule is extracted below:—

SCHEDULE

"Whether the action of the management of the Kankanee Colliery of M/s. Karam Chand Thapar Private Limited P.O. Bansjora, District Dhanbad in dismissing Shri Ishaq Mian, Haulage Khalasi from service with effect from the 27th February, 1968 was justified? If not, to what relief is the workman entitled?"

2. Workmen as well as the employers filed their statement of demands.

3. Shri Ishaq Mian (hereinafter referred to as the affected workman) was a haulage khalasi in Kankanee colliery of M/s. Karam Chand Thapar Private Limited, P.O. Bansjora, District Dhanbad (referred to hereafter as employers). On 6th January 1968 the employers issued a charge-sheet to the affected workman alleging several misconducts in terms of the standing orders and suspended him pending enquiry. The affected workman submitted his reply to the charge-sheet, denying the allegations. With prior notice to the affected workman Shri R. B. Singh, the Personnel Officer held a domestic enquiry into the charge-sheet on 16th January 1968 and submitted his report, finding the affected workman guilty of all the charges. The affected workman attended the enquiry. Consequently, the affected workman was dismissed from service by a letter dated 27th February 1968 with immediate effect. These facts are not in dispute. According to the workman no fair and proper enquiry was held and that the employers had violated the principles of natural justice and acted with a malafide intention to victimise the workman for his having applied for 3 days leave owing to 'Eed' festival. The employers filed the written statement stating that the domestic enquiry was proper, fair bonafide and in accordance with the principles of natural justice and that the affected workman was dismissed from service for proved misconduct. They also took an objection that the case of the affected workman was not taken up by an union functioning in the colliery. The workmen were represented by Shri Ram Mitra, Secretary, Bihar Koyala Mazdoor Sabha and the employers by Shri K. C. Nandkeolyar, Deputy Chief Personnel Officer. On admission by the employers Ext. W.1 for the workmen and on admission by the workmen Exts. M1 and M2 for the employers were marked. On behalf of the workmen the affected workman was examined as WW. 1 and the employers also examined a witness and marked Exts. M3 to M12.

4. The employers had taken an objection that the dispute involved in the reference was an individual dispute, that it was not sponsored by an union functioning in the colliery and that Bihar Koyala Mazdoor Sabha representing the workmen was not functioning in the colliery. I do not find any substance in the objection inasmuch as under Section 2-A of the Industrial Disputes Act, 1947 dismissal of an individual workman is to be deemed as an industrial dispute, notwithstanding that no other workman nor any union of workmen is a party to the dispute. It is not the case of the employers that Shri Ram Mitra, Secretary, Bihar Koyala Mazdoor Sabha was not authorised by the affected workman to represent him. An authorisation letter was filed before this Tribunal on 24th April 1969 with the thumb impression of the affected workman. It was accepted also by Shri Ram Mitra. Further, the affected workman has come into the witness box as WW.1 and no question was put to him in the cross-examination in this respect. Thus, the objection is overruled.

5. The only objection of the workmen is as regards the domestic enquiry. The charge-sheet is Ext. M3 and it is the same as Ext. W.1. In the second line "II shift" was typed in Ext. W.1 while in Ext. M3 it was corrected as "III shift". This being typographical mistake is not of material importance. According to the charge-sheet the charges were five in number and they were—(i) sleeping on duty, (ii) wilful insubordination or disobedience, (iii) habitual negligence or neglect of work, (iv) causing damage to work in progress or property of the company and (v) late attendance, respectively under clauses 21(10), 27(1), 27(6), 27(9) and 27(4) of the standing orders, Ext. M12. The explanation submitted to the charge-sheet by the workman is Ext. M5. He has stated that on 2nd January 1968 he had reached the place of his duty late by 15 to 20 minutes and denied the remaining allegations. Shri R. B. Singh, Personnel Officer is examined as MW.1. It is his evidence that he had held a domestic enquiry on 16th January 1968 into the charge-sheet, Ext. M3 in presence of the affected workman, that he had examined 2 witnesses for the management and also recorded the statement given by the affected workman, that the affected workman cross-examined both witnesses of the management but did not examine any defence witnesses, that he had recorded the statements in Hindi and read over and explained them to the affected workman and thereafter the affected workman had affixed his thumb impressions on the enquiry proceedings on each page in his presence, that the enquiry proceedings are Ext. M8 and that the report submitted by him is Ext. M9. Neither in the statement of demands nor in the cross-examination of the witness anything was suggested that any improper procedure was adopted at the enquiry or that the affected workman was not given fair and proper opportunity to cross-examine the witnesses for the management or to lead his own defence. The enquiry proceedings, Ext. M8 show that Sarvashri Kameshwar Sardar and R. M. Pandey, overman were examined for the management. Shri Kameshwar Sardar had in his evidence that he had found several times the affected workman sleeping on duty, that on 2nd January 1968 the affected workman had gone on duty at 4 O'Clock in the 3rd shift (3rd shift started at 12 midnight as deposed by the affected workman, WW.1), that thereafter the affected workman went to sleep on duty, that on 5th January 1968 night also the affected workman was sleeping on duty and did not wake up inspite of others trying to wake him up, that Shri R. N. Pandey, overman also admonished the affected workman, that the affected workman had allowed tubs to be fallen down and that the tubs had fallen down owing to the negligence of the affected workman and not of trollymen. The 2nd witness, Shri R. M. Pandey had in his evidence that he had received reports and he had also personal knowledge that the affected workman was sleeping on duty, that on 2nd January 1968 and on 5th January 1968 the affected workman was found sleeping on duty, that the affected workman had allowed tubs to be derailed six times and that owing to the negligence of the affected workman raising was affected. On this evidence it cannot be said that the findings of the enquiry officer were perverse or baseless. Having admitted that he had gone on duty late on 2nd January 1968, the affected workman has pleaded that it was because of his festival day. Neither this fact nor the fact of rejection of leave applied by the workman could be any excuse for the affected workman going to duty late or sleeping on duty and thus allowing the tubs to be derailed affecting raising of the coal. The affected workman, WW.1, has admitted that before receiving the charge-sheet, Ext. W.1 or Ext. M3 he had received another charge-sheet alleging that he had left the duty without giving charge to another workman and that on that account he was also suspended for 10 days. On this material I do not find any substance in the objection raised by the workmen. The affected workman was issued the charge-sheet, Ext. M3 on 6th January 1968 and was suspended pending enquiry. On 16th January 1968 he was issued a letter, Ext. M7 allowing him to resume duty subject to the result of the enquiry, inasmuch as some time

might be required for completion of the enquiry. This is in accordance with the standing orders under which no workman can be suspended for more than 10 days. I do not find anything wrong in the employers allowing the affected workman to resume duty subject to the result of the enquiry. Ext. M10 is the letter to the Manager submitting therewith the enquiry report, Ext. M9. On the charge-sheet, Ext. M3 the Manager recommended dismissal of the affected workman and the Agent had approved of the same. Ext. M11 is the letter of dismissal, which states that the Agent had approved the recommendation of the Manager and that the action had been taken after due consideration of the statements of the witnesses for the management and cross-examination of the witnesses by the affected workman. Hence, I find that the dismissal of the affected workman was in accordance with the standing orders and not to victimise the affected workman for any reason.

6. As a result of my above discussion I find that the action of the management of the Kankanee colliery of M/s. Karam Chand Thapar Private Limited, P.O. Bansjora, district Dhanbad in dismissing Shri Ishaq Mian, Hau'age Khalasi from service with effect from the 27th February, 1968 was justified and consequently, he is not entitled to any relief. The award is made accordingly and submitted under Section 15 of the Industrial Disputes Act, 1947.

(Sd.) N. VENKATA RAO,

Presiding Officer,

Central Govt. Industrial Tribunal (No. 2),
Dhanbad.

[No. 2/104/68-LRII.]

ORDERS

New Delhi, the 16th December 1969

S.O. 5027.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Kharkharee Colliery of Messrs Bharat Mining Corporation Limited, Post Office Kharkharee, District Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal (No. 3), Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

"Whether the action of the management of Kharkharee Colliery of Messrs Bharat Mining Corporation Limited, Post Office Kharkharee, District Dhanbad, in imposing idleness on Shri Alim Mian, Roof Dresser, with effect from the 7th September, 1967, was justified? If not, to what relief is the workman entitled?"

[No. 2/56/68-LRII.]

S.O. 5028.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Pootkee Colliery of Messrs Bhowra Kankanee Collieries Limited, Post Office Kusunda, District Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed:

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal (No. 3), Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

"Whether the action of the management of Pootkee Colliery of Messrs Bhowra Kankanee Collieries Limited, Post Office Kusunda, District Dhanbad in dismissing Shri Ram Lakhani Pashi, Miner, with effect from the 24th March, 1969, is justified? If not, to what relief is the workman concerned entitled?"

[No. 2/153/69-LRII.]

S.O. 5029.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Topa Coal Company, Post Office Kuju, District Hazaribagh, and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal (No. 3), Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether non-employment of 30 workers named below by the management of Topa Coal Company, Post Office Kuju, District Hazaribagh with effect from the 4th November, 1968, is justified or not? In the alternative whether the said workers are entitled to retrenchment compensation under Chapter V-A of the Industrial Disputes Act? To what relief, if any, the workers are entitled and from whom?

S. No.	Name of the workmen
1.	Dev Nath Mahto.
2.	Samsud Mian.
3.	Sahib Nath.
4.	Latif Mian.
5.	Tulsi Mahto.
6.	Sultan Mian.
7.	Sayeed Mian.
8.	Subrati Mian.
9.	Jamadar Mian.
10.	Junawli Mian.
11.	Hamid Mian.
12.	Mudin Mian.
13.	Gomandi Mahto.
14.	Jagdish Mahto.
15.	Sita Ram Mahto.
16.	Bajee Mahto.
17.	Khusla Mahto.
18.	Somra Ganjhoo.
19.	Thocha Mahto.
20.	Bandoo Mahto.
21.	Tulsi Mahto.
22.	Latwa Ganjoo.
23.	Galoo Mahto.
24.	Farzan Mian.
25.	Zahudi Mian.
26.	Jamasuddin Mian.
27.	Ismail Mian.
28.	Imdad Mian.
29.	Manwar Mian.
30.	Wazid Mian.

[No. 2/67/69-LRII.]

New Delhi, the 19th December 1969

S.O. 5030.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Bhalgora Colliery of Messrs Bhalgora Coal Company Limited, Post Office Jharia, District Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal (No. 3), Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

"Whether the action of the management of Bhalgora Colliery of Messrs Bhalgora Coal Company Limited, Post Office Jharia, District Dhanbad, in dismissing Shri Ved Prakas Sharma, Store-keeper, with effect from the 6th August, 1969 is justified? If not, to what relief is the workman entitled?"

[No. 2/187/69-LRII.]

S.O. 5031.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Messrs Bengal Coal Company Limited, Post Office Dishergarh, District Burdwan (West Bengal), and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

SCHEDULE

"Whether the management of Messrs Bengal Coal Company Limited, Sanctoria, District Burdwan (West Bengal) was justified in terminating the services of Shri Shyamapada Bandi, Clerk with effect from the 11th February, 1969? If not, to what relief is the workman entitled?"

[No. 6/75/69-LRII.]

P. C. MISRA, Under Secy.

(Department of Labour and Employment)

New Delhi, the 17th December, 1969

S.O. 5032.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay in the industrial dispute between the employers in relation to Messrs Dharsi Moolji, Bombay and their workmen, which was received by the Central Government on the 6th December, 1969.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY.

REFERENCE No. CGIT-6 of 1967

PARTIES:

Employers in relation to Messrs Dharsi Moolji, Bombay.

AND

Their workmen.

PRESENT:

Shri A. T. Zambre, Presiding Officer.

APPEARANCES:

For the employers—Shri Y. H. Rane, Manager.

For the workmen—Shri H. K. Sowani, Advocate with Shri I. S. Sawant, Assistant Secretary, Transport and Dock Workers' Union, Bombay.

STATE: Maharashtra

INDUSTRY: Ports and Docks (Clearing and Forwarding)

Bombay, dated 27th November, 1969.

AWARD

The Government of India, Ministry of Labour, Employment and Rehabilitation, Department of Labour and Employment by their order No. 28(5)/67-LR.III, dated 27th March, 1967, have referred to this Tribunal for adjudication an industrial dispute existing between the employers in relation to Messrs. Dharsi Moolji, Bombay and their workmen represented by the Transport and Dock Workers' Union, Bombay, in respect of the matters set forth in the following schedule:—

SCHEDULE

"Whether the following demands put forth by the workmen are justified?

1. *Provident Fund*.—All the permanent employees should be made eligible to the Contributory Provident Fund Scheme and the rate for Provident Fund Contribution on other side should be 8 1/3 per cent of the total wages per month.

2. *Gratuity*.—The Management should introduce a scheme of gratuity for the benefit of all employees and the rate of Gratuity should be one month's full wages per year of service without attaching any conditions. All past services rendered by the employees as daily-rated workmen should also be taken into account for the purpose of payment of Gratuity.

3. The following leave benefits should be granted to all the permanent employees.

(a) *Privilege-leave*.—Each employee should be granted 1/11th of his attendance as privilege leave per year with a right to accumulate the privilege-leave for a period of 120 days.

(b) Each employee should be granted 10 days' sick leave with pay with a right to accumulate the sick-leave for a period of 60 days.

(c) *Casual leave*.—Each employee should be granted 15 days' casual leave with pay per year of service.

4. *Leave-Travel Concession*.—Each employee and members of his family should be granted the benefit of leave-travel concession (P.T.O.) on the same basis as is admissible to the employees of the Bombay Port-Trust and the Bombay Dock Labour Board.

5. *Enhancement of Bunder-Allowance*.—At present you are paying an amount of 50 ps. per shift to each of your clerks when they are called upon to undertake work at Haji Bunder and Hay Bunder. This allowance should be enhanced to Rs. 2/- per shift with effect from 1st January, 1966.

6. *Rate for overtime and work on Holidays*.—All the permanent employees should be granted Sunday as weekly day of rest. They should also be granted all the Dock-Holidays with pay. If the employee is called upon to work on Sunday or Dock-Holiday he should be granted wages at double the normal rate of his wages in addition to his regular pay.

7. All employees should be provided with leave-certificates, provident fund books, showing therein all the particulars relating to leave to their credit and provident fund contributions made by them and by your company.

8. All employees who are required to go to Haji Bunder or Hay Bunder or for out-door work in the Docks should be provided with rain-coats, gum-boots at the company's cost every year.

9. Each employee should be paid an amount of six months' wages as Bonus for the year 1964-65 and 1965-66.

10. *Medical benefits or Medical Allowance in lieu thereof*.—Each employee should be granted all medical benefits including the indoor medical treatment at the company's cost. In the absence of this benefit the Management should reimburse all the Medical Bills paid by the employees on account of their Medical treatment and the benefit should also be extended to the members of their families."

2. The employers are a proprietary firm carrying on the business of supplying labour to shipping companies in the Bombay Docks. The said firm on an average employs about 70 workmen including the categories such as pallawallas, pallawalis, shivnars, carpenters, daily rated delivery clerks, tally and sorting clerks and other dock employees. The Transport and Dock Workers' Union by its statement of claim has alleged that the firm is working in the line of the business for the last 40 years; but the wages paid by them to their employees are miserably low. The service

conditions of these employees were governed by the awards of the Central Government Industrial Tribunal, Bombay, in Ref. No. CGIT-42 of 1962, 25 of 1963, 65 of 1964 and the settlement dated 2nd January, 1965. However, there are substantial changes in circumstances which warranted re-examination of the conditions of service settled by/under the above-mentioned awards or settlements. The union terminated the said awards and settlements by giving statutory notice and after a period of two months served a charter of demands on the company about scales of pay, allowances, provident fund etc. Subsequently the matter was referred to the Assistant Labour Commissioner (Central) for conciliation and during conciliation both the parties agreed to refer the dispute covered by the charter of demands for adjudication by the Industrial Tribunal under the provisions of section 10(2) of the Industrial Disputes Act. The parties submitted a joint application and Government have referred the dispute to this Tribunal for adjudication.

3. The union has alleged that the employers are carrying on the business of supplying labour on commission basis and chiefly they supply labour to the well-known British shipping establishment-Mackinnon Mackenzie and Co. Their ships usually come and they require labour for loading and unloading. This is a regular work. The financial position of the company is sound and the company should meet the demands of the workers. It has been contended that in spite of the long standing of the company and continuous long service of the employees the workmen are not getting the retiring benefits such as provident fund, gratuity etc. They are also not getting adequate leave facilities, leave travel concessions, medical benefits and other allowances. The employees working in similar concerns are giving these benefits and the Tribunal should consider the demands made by the employees favourably.

4. The employers have by their written statement opposed the reference firstly on the ground that Government have not applied their mind in making the reference and the reference was also bad because of the existence of the previous awards and settlements. It has been contended that the demands made by the workmen are beyond the financial capacity of the employers. The business is coming down and the demands are beyond the capacity of the employer and the workmen are not entitled to the demands.

5. In support of their contentions the workmen have filed the affidavit of Shri Acharekar an employee of the company and they have also produced copies of the notices terminating the awards. The management had not led any evidence and the matter was part heard. But subsequently the management applied for a copy of the affidavit filed on behalf of the workmen and by way of rebuttal filed the affidavit of Shri Y. H. Rane, Manager of the company and the hearing had to be adjourned. In the meantime the record of the proceedings was called for by the Hon'ble High Court of Bombay and the reference could not be disposed of.

6. After the receipt of the record when the case was fixed for hearing the parties requested for time to negotiate a settlement. Ultimately it was fixed for hearing on 26th November, 1969 when Shri Sowani the learned Advocate on behalf of the union submitted that the company has closed its business and the union did not want to press for the demands and the reference may be disposed of.

7. I have already mentioned the various demands made by the workmen and it will appear that most of the demands are in respect of terminal benefits. Demand No. 9 which is for bonus has already been settled by a Part 1 award of this Tribunal and as the concern is being closed no useful purpose will be served by pursuing the remaining demands. In the affidavit of Shri Rane dated 18th August, 1969 it has been stated that the company has been closed down permanently from 18th August, 1969 and under the circumstances the union has rightly decided not to press for the demands in the reference. As the company is closed the dispute does not survive and the workmen are not entitled to the reliefs claimed. Hence my award accordingly.

No order as to costs.

(Sd.) A. T. ZAMBRE,

Presiding Officer,
Central Government Industrial Tribunal, Bombay.
[No. 28/5/67-LR.III/Fac.II.]

C. RAMDAS, Dy. Secy.

(Department of Labour and Employment)

New Delhi, the 17th December 1969

S.O. 5033.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Faridabad in the industrial dispute between the employers in relation to the Punjab National Bank Limited, Rewari and their workmen, which was received by the Central Government on the 12th December, 1969.

BEFORE SHRI P. N. THUKRAL, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL,
HARYANA, FARIDABAD

REFERENCE No. 10-C OF 1969

BETWEEN

Shri Prem Parkash Sikka workman and the management of M/s Punjab National Bank Ltd.; Rewari.

PRESENT:

Shri G. D. Gupta with Sh. Prem Parkash—*Workman.*

Shri I. S. Ahluwalla—*for the management.*

AWARD

Shri Prem Parkash Sikka was in the service of Punjab National Bank Ltd., Rewari. His services were terminated. This gave rise to an industrial dispute and the Central Government, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, constituted an Industrial Tribunal with the undersigned as a Presiding Officer and referred the following dispute for adjudication *vide* Notification dated 5th August, 1969

“Whether the management of the Punjab National Bank Limited, Rewari was justified in terminating the services of Shri Prem Parkash Sikka with effect from the 21st July, 1968? If not, to what relief is the workman entitled?”

A compromise has been effected between the parties. The Bank has agreed to re-appoint the aggrieved workman Shri Prem Parkash Sikka as a Probationer Clerk on the usual terms and conditions. The Bank would be at liberty to post Shri Sikka as probationer at any point of need. In view of the settlement Shri Sikka does not press his claim which is a subject matter of this reference. The statement of the parties have been recorded and they accept his terms of settlement which appears to be fair and reasonable. I give my award accordingly.

(Sd.) P. N. THUKRAL,

Dated:—3rd December, 1969.

Presiding Officer.

Industrial Tribunal, Haryana.
Faridabad.

[No. 23/35/69/LRIII.]

S.O. 5034.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur in the industrial dispute between the employers in relation to the Punjab National Bank Limited and their workmen, which was received by the Central Government on the 9th December, 1969.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR

Dated December, 4, 1969

PRESENT:

Shri G. C. Agarwala, Presiding Officer.

CASE REFERENCE No. CGIT/LC(R)(15)/1969.

PARTIES:

Employers in relation to the Punjab National Bank Limited.

Versus

Their workmen represented through the All India Punjab National Bank Employees Association, Chandni Chowk, Delhi-6.

APPEARANCES:

For Bank—S/Shri M. K. Jain and R. P. Raizada, Authorised Representatives.

For Union—Sri C. L. Bharadwaj, General Secretary, All India Punjab National Bank Employees Association, Delhi.

INDUSTRY: Bank

DISTRICT: Indore (M.P.)

AWARD

By Notification No. 23/83/68-LRIII dated 19th March, 1969, the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), Government of India, referred the following matter of dispute as stated in the schedule to the order of reference to this Tribunal, for adjudication:—

Matter of Dispute

Whether the action of the management of the Punjab National Bank Limited in reverting Sardar German Singh to the post of a clerk with effect from the 23rd April, 1968 in preference to Shri T. C. Agarwal, Clerk was justified? If not, to what relief is Sardar German Singh entitled?

2. The admitted or proved facts of the case are that the teller system in Punjab National Bank which is A Class Bank came to be introduced in 1954. The system was explained and elaborated by means of two circulars dated 9th August, 1954 (Ex. E/16) and another dated 15th September, 1954 (Ex. E/17). The proposal to introduce teller system for pay office Siyaganj started in April, 1964 when recommendations were invited from the Officer Incharge Pay Office Siyaganj. He intimated by letter dated 23rd January, 1964 (Ex. E/5) the names of two persons for the post of Tellers. They were Sri German Singh workman who had by then served for about 12 years as a clerk and Sri Ratan Lal Agarwal as No. 2 Teller. This was approved by the District Manager (Central Circle) Indore by letter dated 19th February 1964 (Ex. E/6). The Teller system however came to be introduced actually at Pay Office Siyaganj Indore from 13th January, 1965 and Sardar German Singh who was approved as the first Teller worked as such from the very inception. It may be noted that Sri Ratan Lal Agarwal, the second Teller declined to work as a Teller on 13th April, 1965 (Ex. E. 13/B) Consequently, whenever Sardar German Singh proceeded on leave or officiated as Supervisor, another person Sri T. C. Agarwal was given a chance to work as Teller. Sardar German Singh, it appears first worked as a Teller from 13th January, 1965 to 11th February, 1965 and when he for the first time officiated as Supervisor from 12th February, 1965 to 23rd February, 1965, Sri T. C. Agarwal worked in his place as a Teller. It further appears that Sardar German Singh from 12th February, 1965 onwards till 10th November, 1966 officiated as Supervisor in stop-gap arrangements and whenever he had to revert he did not work as a Teller. Ex. W/4, statement filed by the Union, rather Association which sponsored the dispute of Sardar German Singh viz. All India Punjab National Bank Employees Association, would show that prior to 10th December, 1966 he officiated in short officiating arrangements as Supervisor. The only long term chance which he got to officiate as Supervisor was from 10th December, 1966 to 19th February, 1968 when Sardar German Singh officiated in place of one Sri H. S. Sehgal Supervisor. When a permanent supervisor was posted and Sardar German Singh was reverted, he again started working as a Teller and this was because Sri T. C. Agarwal was on leave. It appears that on return from leave of Sri T. C. Agarwal the question as to who should be allowed to work as Teller came up in prominence. The Officer Incharge by his letter dated 19th February, 1968 to the District Manager (Ex. E/11) sought the

advice and directions of the higher authorities on the question. It was stated therein that Sri T. C. Agarwal had been working as first Teller during his time and whenever Sri T. C. Agarwal went on leave, Sri Ratan Lal worked in his place. When Sri T. C. Agarwal proceeded on leave from 19th February, 1968 one Sri M. L. Sabarwal made a representation that as Sri Ratan Lal had earlier refused to work as Teller, therefore, he should be given a chance. It was also mentioned therein that Sardar German Singh had also approached him that he should be given the first chance to work as Teller and he had not declined to work as such. The District Manager by his letter dated 20th February, 1968 directed that Sardar German Singh who already stands approved as first Teller should be allowed to work as such. Presumably on this basis Sardar German Singh continued to work as Teller for some time. Meanwhile, it appears that the case of Sri T. C. Agarwal who had returned from leave was taken up by another union, the M.P. Bank Employees Association as would appear from the letter of this Association dated 16th March, 1968. The management thereupon reverted Sardar German Singh and Sri T. C. Agarwal was again made a Teller. Sardar German Singh thereafter approached his Union, the All India Punjab National Bank Employees Association which in due course has resulted in this reference.

3. Both the sides filed statements of claim followed by rejoinders. In the statement of claim the Bank raised a technical plea that the dispute was not an industrial dispute. A further legal objection taken was that appointment to the post of Teller is not a matter of promotion and is in the absolute discretion of the management in respect of which no valid dispute could be raised. On merits, it was alleged that Sardar German Singh himself did not like to work as a Teller evidently because the job involved the risk of cash payment and carried less special allowance than was admissible to a Supervisor. He remained contented to work as a Supervisor in the stop-gap arrangements and on reversion, he agreed to work as clerk and Sri T. C. Agarwal went on working as a Teller with the result that he acquired a claim to continue to work as a Teller. Sardar German Singh therefore by his own over conduct had forsaken his claim to work as Teller and cannot now claim the post of a Teller. In the rejoinder, however, the Bank in para 2(i) specifically stated that Sardar German Singh voluntarily relinquished his chance to work as a Teller and gave a writing to that effect. It was then that Sri T. C. Agarwal was given the chance to work as a permanent Teller. On behalf of Sardar German Singh it is, however, denied by the Union rather the Association, that Sardar German Singh ever refused to work as a Teller. He was deliberately deprived of an opportunity to work as a Teller whenever he was reverted and his verbal protest in that respect went in vain. On the pleadings of the parties the following additional issues were framed for determination:—

Addl. Issues

1. Is the dispute not an industrial dispute?
2. Whether the claim for appointment as Teller involves a question of promotion and is discretionary with the management?
3. Whether Sardar German Singh had himself given up his claim to work as Teller. If so, its effect?
4. As in the order of reference?

Findings:

Issue No. 1.—This is a stock plea which is taken by the Bank in almost every case without stating in clear terms as to how the dispute is not an industrial dispute. In paragraph 2 of the written statement the only thing alleged was that “the dispute referred for adjudication is not an industrial dispute inasmuch as it has neither been raised by any substantial number of workmen nor has been sponsored in a proper manner.” There is no question of raising the dispute by a substantial number of workmen when it has been taken up by the Union. As to the second part of the objection that it has not been sponsored in a proper manner nothing further was elucidated. Sardar German Singh has stated that he had been a member of the Association from 1st August, 1965. The application form was produced at the time of hearing and its copy is Ex. W/11. Sri Madan Lal Sabarwal (W.W. 2) who is General Secretary of the M.P. Branch of the Association stated that he took up the case of Sardar German Singh after he complained to the Association. Two letters were first sent by him to the Manager, one on 24th April, 1968 (Ex. W/6) and another on 7th May, 1968 (Ex. W/7). Later on the matter was taken up by the Association which addressed a communication to the Asstt. Labour Commissioner dated 23rd July, 1968 (Ex. W/9). Sri C. L. Bhara-dwaj (W.W. 3) is the General Secretary of the Association. He produced the minutes book and proved the resolution dated 23rd July, 1968 of which Ex. W/10 is a true copy. It would appear that in this meeting General Secretary was empowered to take up the cases of 18 employees and pursue the dispute vigorously

at proper levels. This was passed in the meeting of the Working Committee which was attended by 8 members. The fact that none of the members belong to Indore office is of little consequence. Sri Madan Lal Sabarwal has stated that out of 21 employees in Siyaganj branch, 18 are members of this Union, rather Association. This shows that the Association has sufficient representative capacity. It is not necessary that an employee of Indore office must necessarily be a member of the Managing Committee. No objection seems to have been taken in conciliation or at any earlier stage that the Association was not competent to sponsor the dispute. There is thus no merit in the objection and the dispute is an industrial dispute.

Issue No. 2.—The Bank in para 3 of the written statement stated that posting of clerks as Tellers does not involve promotion and is in the discretion of the management. The plea obviously is based on a misconception. As is well known, promotion is management function and could be in the discretion of the management. While taking this objection the Bank referred to a certain award between the United Commercial Bank, Calcutta and their employees with respect to supersession of certain employees. This is an award in Ref. No. 86 of 1967 by Central Government Industrial Tribunal, Calcutta presided by Sri B. N. Banerji and published in the Gazette of India dated September 7, 1968/Bhādra 16, 1890 at page 4000. In paragraphs 13 to 15 the learned Presiding Officer observed that promotion means promotion to a category higher than clerical category and when some junior clerks were required to perform duties of head cashiers or special assistants they remained what they always were viz. clerks. It was further observed that since no promotion took place there was no question of supersession. That was not a case of Tellers but of other categories and of a different bank. The rules for posting of clerks to such posts which carried special allowances vary in different banks and the Punjab National Bank has its own rules on the subject. For promotion to the post of Supervisors including Tellers, the policy is governed by Circular No. 561 dated 3rd March, 1964 and which was issued on the basis of an agreement between the management and All India Punjab National Bank Employees Federation dated 25th February, 1964 (Ex. E/10). This had been made clear by the District Manager Central Circle Indore himself in his letter dated 20th September, 1965 to Officer Incharge, Pay office, Siyaganj Indore (Ex. E/7). It is pertinent to reproduce this letter which is as follows:—

“Reg: Violation of Head Office Instructions in regard to Tellers according to seniority of clerks at yours—

We have been informed by the General Secretary Association of the Punjab National Bank Employees (M.P.) Indore that junior most person of your office is being given the chance to work as Teller. In this connection we would like to refer you to the modified instructions received from Inspection Department for your necessary guidance.

“Selection of clerks as Tellers to be made on the basis of priority marks determined with reference to the length of service and educational qualification as prescribed in staff Department Circular No. 561 dated 3rd June, 1964 subject, however, to the condition that they should have at least 2 years experience as ledger keeper. If, however, suitable persons with the requisite experience are not available then a person with longest experience as ledger keeper be given preference. Please report whether there has been a case in violation of the above instructions in full details. Please also ensure that all future chances to work as Teller are in accordance with the above instructions.”

The Bank therefore has a set policy and rules for appointment of Tellers. As a matter of fact, this is neither a question of selection nor promotion. What is complained by Sardar German Singh is that he was already selected as a Teller initially and had worked as such. He was denied chance to work as a Teller when he reverted from stop-gap arrangements and that when he had started working as a Teller from 19th February, 1968 he was wrongly deprived of his permanent post as Teller and a junior person Sri T. C. Agarwal was given the post. In this connection, it would be interesting to notice that a case of this very Bank was decided by the same Presiding Officer of the Central Government Industrial Tribunal, Calcutta, Sri B. N. Banerji, in Reference No. 11/1969 published in the Gazette of India dated 21st June, 1969/Jyāishtha 31, 1891. Pt. II Sec. 3(ii) page 2498. While dealing with the question of promoting Sri S. K. Raghuvanshi as permanent Teller in supersession of Sri M. L. Bhattacharjee the learned Presiding Officer in paragraph 5 no doubt accepted the argument that placement of one clerk to another post in the same category carrying special allowance may not amount to promotion yet observed that emplacement of one clerk over another will be governed by rules and circulars of the Bank with which the Bank is bound. Circular

No. 561 which dealt with the question of promotion was reproduced in the award and it was held that the Bank was bound to follow the circular. The appointment of Sri S. K. Raghuvanshi was held to be in violation of that circular and supersession of Shri M. L. Bhattacharjee was held to be wrong. The Bank, therefore, is bound by the rules and circulars and in particular Circular No. 561 dated 3rd March, 1964 as was amplified by letter of the District Manager himself dated 20th September, 1965 (Ex. E/7). It may be noticed that the Bank has recognised this position with respect to other employees for the post of Tellers. The Union in their statement of claim mentioned three instances. One was a case of Sri Raj Kumar Bhalla of Ludhiana Branch. Another was one Sri C. M. Palrecha, a clerk in Jodhpur branch. For this case, it appears that a settlement was arrived at between the management and the union and the matter was left to the arbitration of the Staff Manager. The Staff Manager decided that in view of Circular No. 561 dated 3rd March, 1964 Sri Palrecha had higher priority marks and therefore was entitled to Teller's allowance (Ex. E/8 and E/9). Another case was of Sri P. K. Ghoshal of Calcutta. It appears from the award in Ref. Case No. 11/1969 reported in the Gazette of India dated June 21, 1969 at page 2498 (*supra*) that one Ghoshal was superseded and Sri Raghuvanshi was promoted. There was a reference to the Calcutta Tribunal Ref. No. 37/1967 and in para 7 in award of Ref. No. 110/69, the learned Presiding Officer noticed the impact of reference Case No. 37/1967. The promotion of Sri Raghuvanshi was set aside and the matter was remitted back to the management for reconsideration as promotion was held to be a management function. The management again promoted Sri Raghuvanshi and this time superseded the claim of Sri M. L. Bhattacharjee which resulted in the reference Case No. 11/1969 (*supra*). In this also the learned Presiding Officer held that the promotion of Sri Raghuvanshi was against the rules and circulars of this Bank. Consequently, the management was required to consider the case of Sri Bhattacharjee. With these two awards of the Calcutta Tribunal, one in Ref. Case No. 37/1967 and the other in Ref. Case No. 11/1969 it does not lie in the mouth of the management to say that the appointment of Tellers is not a matter of promotion and rests entirely with the discretion of the management. As a matter of fact, the case of Sardar German Singh is even stronger. He had already been selected and promoted to the post of Teller. He had even worked earlier as first Teller and also, on permanent reversion after stop-gap arrangements he had worked as a Teller. There is therefore no question of his selection for the post of Teller he having already been selected. The only question to be considered is whether he had declined to work as a Teller and therefore forfeited the right in favour of Sri T. C. Agarwal and which is a subject matter of the succeeding issue.

Issue No. 3.—In the written statement, the Bank did not specifically state that Sardar German Singh had himself given up his claim to work as Teller. In para 3 of the written statement, it was simply alleged that Sardar German Singh made no written or verbal application for giving him a chance to work as a Teller evidently because he was not interested in the Teller's job which involve the risk of cash payment and carried much less special allowance than was admissible to a supervisor. This averment is more a matter of inference than a case of specific refusal. It was in rejoinder alone that a positive stand was taken by the Bank that Sardar German Singh voluntarily relinquished his chance to work as a Teller and gave a writing, copy of which was filed as annexure A. The original was produced at the time of hearing. Since the entire case of the Bank depends on this document, it would be pertinent to reproduce the same:—

Dated: Nil.

The Officer Incharge,
The Punjab National Bank Ltd.,
Siyaganj, Indore.

Sir,

Respectfully I beg to state that as my services are required off and on in loans section I would request you to please post second senior clerk of the office in the post of Teller. I would have no objection for the same.

Yours faithfully,
(Sd.) GERMAN SINGH, Clerk.

It is significant to find that the document is without date and further that it has neither been serialled nor indexed in the Bank's record. Sri Madan Lal Sabarwal (W.W. 2) who is an establishment clerk in Siyaganj branch stated that every communication of an employee is indexed after endorsement and is entered in Dak

register. He further stated that no communication from Sardar German Singh refusing to work as Teller came to his notice. In a commercial establishment like a banking concern it is but natural to expect that a document must bear endorsement and be serialised and indexed if it forms part of the records of the Bank. In the absence of any such endorsement the statement of Sardar German Singh that the document was obtained by Sri Mannocha the then Branch Manager stands to reason and is more convincing particularly so when the Bank did not produce any evidence whatsoever either initially or in rebuttal so as to explain the circumstances under which this document was obtained from Sardar German Singh. The statement of Sardar German Singh therefore remains without challenge and will have to be accepted as unrebutted altogether. The document seems to have been obtained from Sardar German Singh by the then Manager when after stop-gap arrangement, Sardar German Singh had to revert and his services were utilised in the loans department and he was not allowed to work as Teller. The Union, rather the Association, complained to the District Manager by a letter dated 16th September 1965 that in the Pay office, the senior most clerk is not allowed to work as Teller but a junior man is given a chance (Ex. W/5). In order to get over this awkwardness it appears that the writing in question was obtained from Sardar German Singh so as to show that he himself was not interested in working as Teller and this obviously seems to have been the position as Sardar German Singh had been getting officiating chances to work as supervisor quite frequently. The statement of Sardar German Singh that the document was obtained even before the proposal was sent by letter dated 19th February, 1964 is on the face of it absurd. There could be no occasion to obtain any such writing at that stage. His name had in fact been sent as a first Teller and he was actually appointed as a Teller. The obvious conclusion is that he gave his writing sometime during the period when he used of revert from stop-gap arrangements and his services were utilised in the loans department as a clerk. This was presumably obtained so that he may not claim the post of a Teller and the attached allowance at that time.

This piece of document on which the Bank has vehemently relied is of no advantage to the Bank. It only shows that as his services were required off and on in loans section he had no objection to the posting of the second senior clerk as Teller. The document does not show that for all time he had forsaken his claim to work as Teller. It referred to the position when his services were utilised in the loans section for the time being. Naturally, when he had reverted permanently from the post of Supervisor, he can claim back his old post as the first Teller and this document does not stand in his way from claiming that position again. As a matter of fact, his position to work as first Teller had in fact been recognised both by the Officer Incharge of the Pay office as is evident by his communication dated 19th February 1968 to the District Manager (Ex. E/11) and the order of the District Manager dated 6th April 1968 (Ex. E/13). By these communications the fact that Sardar German Singh was the first Teller since 13th January, 1965 was recognised and the other claimants who had also represented viz. S/Sri R. L. Agarwal, T. C. Agarwal and M. L. Sabarwal were to be given chance on the basis of seniority. This order of the District Manager, was passed after a queer enquiry had been made from Sardar German Singh. Ex. W/1 is a communication of Officer Incharge dated 23rd April, 1968 and addressed to Sardar German Singh enquiring from him to explain the circumstances in which he ceased to work as a Teller and Sri T. C. Agarwal was allowed to work as a first Teller. Sardar German Singh rightly protested in reply by letter dated 24th April, 1968 (Ex. W/2) that it is for the Bank to explain the reason and not he. He reiterated the stand that he never denied to work as a Teller, and if he was not given the chance to work as a Teller the fault lay with the management and not with him. He endorsed a copy to the Association and the Association on the same date took up the matter with the District Manager (Ex. W/6). It is not necessary to refer to subsequent events after 23rd April, 1968 as the dispute had by then come to the fore-front as the management of the Bank assumed that Sardar German Singh had forfeited his right to be the first Teller by his own conduct and that Sri T. C. Agarwal had acquired a vested right to be the first Teller and which as discussed already was wholly a wrong assumption. Sardar German Singh was and has been the first Teller from the beginning and as and when he wants to continue as a Teller, the Bank cannot deny that right.

Issue No. 4.—The result is that the issue under reference will have to be answered in negative. The action of the management of the Punjab National Bank in reverting Sardar German Singh to the post of a clerk with effect from 23rd April, 1968 was not justified. As to the relief the Bank is hereby directed to report Sardar German Singh as a Teller within one month from the date of the enforcement of this award after publication. Since a confusion has been brought about

by the conduct of Sardar German Singh himself he is not entitled to any further relief except for the claim of re-appointment as a Teller. The Union shall be entitled to Rs. 100/- as costs from the Bank.

(Sd.) G. C. AGARWALA,
Presiding Officer.

4th December, 1969.

[No. 23/83/68-LRIII.]

ORDERS

New Delhi, the 17th December 1969

S.O. 5035.—Whereas the Central Government is of opinion that an Industrial dispute exists between the employers in relation to the Bhakra Dam and their workmen in respect of the matter specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri P. P. R. Sawhney shall be the Presiding Officer, with headquarters at Chandigarh and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

Whether the management of Bhakra Dam was justified in retrenching Shri Bhagel Singh in their notice dated the 22nd July, 1968? If not, to what relief is the workman entitled?

[No. 4/85/68-LRIII.]

S.O. 5036.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Canara Banking Corporation Limited, Mangalore and their workmen in respect of the matter specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A of clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal with Shri B. M. Jayamahadeva Prasad, with headquarters at Bangalore and refers the said dispute for adjudication to the said Industrial Tribunal.

SCHEDULE

“Whether the action of the management of Canara Banking Corporation Limited, Mangalore in dismissing Shri K. Mohandas G. Mallya from the services of the Corporation with effect from the 14th March, 1966 is justified? If not, to what relief is the workman entitled?”

[No. 23/87/69/LRIII.]

S.O. 5037.—Whereas the industrial dispute specified in the Schedule hereto annexed is pending before Shri B. M. Jayamahadeva Prasad, Presiding Officer, Industrial Tribunal, Bangalore;

And, whereas for the ends of justice and convenience of the parties the said dispute should be disposed of without delay;

Now, therefore, in exercise of the powers conferred by section 7A, and sub-section (1) of section 33B of the Industrial Disputes Act (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal with Shri G. V. Deo as the Presiding Officer, with headquarters at Nagpur, withdraws the proceedings in relation to the said dispute from Shri B. M. Jayamahadeva Prasad and transfers the

same to the said Industrial Tribunal, Nagpur, for the disposal of the said proceedings with the direction that the said Tribunal shall proceed with the proceedings from the stage at which they are transferred to it and dispose of the same according to law.

SCHEDULE

Sl. No.	Parties to the dispute	Order No. and Date	S.O. No. of Gazette and year of publication
1	2	3	4
I.	Canara Bank Limited and their workmen.	51/13/66/LRIV/LRIII dated 10th October, 1969.	4214/69

[No. 51/13/66/LRIV/LRIII.]

S. S. SAHASRANAMAN, Under Secy.

(Department of Labour and Employment)

New Delhi, the 19th December 1969

S.O. 5038.—In pursuance of sub-section (3) of section 73A of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby varies the percentage of the total wage bill of the employer constituting the employer's special contribution to the following extent, notice of the same having been previously given in the Notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 4130, dated the 6th October, 1969, namely:—

In the case of factories and establishments situated in any area in which the provisions of both Chapters IV and V of the said Act are in force, the employer's special contribution shall be raised—

- (i) with effect from the 1st January, 1970, from 3 per cent to 3½ per cent., and
 - (ii) with effect from the 1st April, 1970, from 3½ per cent to 4 per cent.
- of the total wage bill of the employer.

[No. F. 1/17/69-HI.]

DALJIT SINGH, Under Secy.

(Department of Rehabilitation)

(Office of the Chief Settlement Commissioner)

New Delhi, the 28th October 1969

S.O. 5039.—In exercise of the powers conferred by Sub-Section (i) of Section 3 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), the Central Government hereby appoints for the State of Maharashtra, Gujarat, Andhra Pradesh, Mysore, Tamil Nadu and Kerala, Shri H. K. Dhawan, Assistant Custodian in the Office of the Asstt. Settlement Commissioner Incharge, Bombay, as Managing Officer for the purposes of performing the functions assigned to such officers by or under the said Act with immediate effect.

[No. 11(11)AP/59/Admn.II.]

A. G. VASWANI,
Settlement Commissioner (A) &
Ex-Officio Under Secy.

(Department of Rehabilitation)
(Office of the Chief Settlement Commissioner)

ORDER

New Delhi, the 15th December 1969

S.O. 5040.—In pursuance of rule 76A of the Displaced Persons (Compensation & Rehabilitation) Rules, 1955, the Central Government hereby make the following order to amend the order published with a notification of the Government of India in the late Ministry of Works, Housing & Rehabilitation (Department of Rehabilitation) No. S.O. 530 dated the 3rd February, 1964, namely:—

- (i) For the words and figures "30th September, 1969," the words and figures "31st January, 1970" shall be substituted.
- (ii) For the words "by adjustment against compensation payable in respect of the verified claim" the words "by adjustment against the net compensation shown in the Statement of Account in respect of the verified claim," shall be substituted.

[No. F. 14(22)/Comp.&Prop./64.]

JANKI NATH, Under Secy.

(Department of Labour and Employment)
[Office of the Chief Labour Commissioner (Central)]

ORDER

New Delhi, the 18th December 1969

S.O. 5041.—Whereas an application has been made under section 19(b) of the Payment of Bonus Act, 1965 by Messrs Equitable Coal Co. Ltd. (employer) in relation to their establishments mentioned in the Schedule below for extension of the period for the payment of bonus to their employees for the accounting year ending on 31st December, 1968.

And whereas being satisfied that there are sufficient reasons to extend the time I have, in exercise of the powers conferred on me by the proviso to clause (b) of Section 19 of the said Act read with the notification of the Government of India in the Ministry of Labour and Employment No. WB-20(42)/65, dated the 28th August, 1965, passed orders on 30th September, 1969 extending the period for payment of the said bonus by the said employer by 4 (four) months from the last date for payment of bonus under clause (d) of Section 19 of the Act.

Now this is published for information of the employer and all the employees of the said establishment.

THE SCHEDULE

Name and address of the employer(s)	Establishment(s)
The Managing Agents, Macneill and Barry Ltd. Equitable Coal Co. Ltd., 2, Fairlie Place, Calcutta.	1. Bhaladiah Sand Lime, Burdwan Dist. 2. Neamatpur Workshop, Burdwan Dist. 3. Dishergarh Office, Burdwan Dist.

[No. BA-5(9)/69-L.S.I.]

O. VENKATACHALAM,
Chief Labour Commissioner (Central).

MINISTRY OF INDUSTRIAL DEVELOPMENT, INTERNAL TRADE AND COMMERCE AFFAIRS

(Department of Industrial Development)

(Indian Standards Institution)

New Delhi, the 8th December 1969

S. O. 5042—The Certification Marks Licences, details of which are mentioned in the Schedule given hereafter, have lapsed or their renewals deferred :

SCHEDULE

Sl. No.	Licence No. and Date	Licencees' Name and Address	Article/Process and the Relevant IS : No.	S.O. Number and Date of the Gazette Notifying Grant of Licence	Remarks
1	2	3	4	5	6
1	CM/L-484 20-12-1962	M/s. Vijay Foundry T. S. No. 10/1075/3, Pulikaulam Road, Pappaniackenpalayam, Coimbatore, (Tamil Nadu)	Horizontal centrifugal pumps for clear, cold, fresh water—IS:1520-1960	S.O. 241 26-1-1963	It was deferred after 31-12-67 and has now to be treated as lapsed after that date.
2	CM/L-511 28-2-1963	Sylwan & Co, 62/2, Chetla Rd., Calcutta-27	Tea-chest metal fittings—IS:10-1953	S.O. 695 23-3-1963	It was deferred after 14-3-64 and has now to be treated as lapsed after that date.
3	CM/L-582 19-9-1963	Kamani Tubes Pvt. Ltd., Agra Road, Kurla, Bombay-70	Free cutting brass rods and sections of the following sizes: Rounds : All sizes from 6.0 mm to 40 mm. Hexagonals : All sizes from 10.0 mm to 40 mm AF & Squares : All sizes from 12.0 mm to 25 mm— IS: 319-1962	S.O. 2959 19-10-1963	Deferred after 15-10-69.
4	CW/L-579 29-5-1964	Opimhar Industries Pvt. Ltd., Harichand Textile Mills, Compound Vikhroli, Bombay-79	(a) Oil Pressure stoves, type A ₁ B ₂ B ₃ and (b) Roarer and silencer type burners for oil pressure stoves—IS:1342-1964	S.O. 2173 20-6-1964	It was deferred after 15-7-69 and has now to be treated as lapsed after that date.

5	CM/L-753 4-8-1954	Hindustan Tywforis Ltd., Bahadurgarh, Dist. Rohtak (Haryana)	Flushing cisterns for water closets and utinals—(Valveless siphonic type) Vit- reous China—IS:774-1954	S.O.3553 10-10-1964
6	CM/L-754 4-8-1954	Hindustan Tywforis Ltd., Bahadurgarh, Dist. Rohtak (Haryana)	Vitreous sanitary appliances (Vitreous China)—IS:2556-1957	S.O. 3553 10-10-1954
7	CM/L-811 25-10-1954	J. K. Iron & Steel Co. Ltd., Kalpi Road, Kanpur	Structural Steel (Standard Quality— IS:226-1952	S.O. 4038 28-11-1954
8	CM/L-1154 12-10-1965	Power Products Mfg. Co., Plot No. 5 & 6, Road No. 14, Ujhna Udyog Nagar, Ujhna, Distt. Surat (Gujarat State)	Electric Motors, single phase up to 0.75 (kW (1 HP) with Class 'A' Insulation and small three-phase induction motors upto 0.75 kW—IS: 995-1954 & IS: 325-1951	S.O. 3586 20-11-1965
9	CM/L-1161 2-11-1965	Madhya Pradesh Iron & Steel Works Pvt. Ltd., Bhilai	Structural steel (standard quality) all sections and sizes—IS:226-1952	S.O. 60 1-1-1956
10	CM/L-1180 15-12-1955	Dhawan Mills Co. 123/400, Mill Area, Fazalganj, Kanpur.	BHC dusting powders— IS:1561-1952	[S.O. 410] 5-2-1956
11	CM/L-1181 15-12-1955	Dhawan Mills Co., 123/400, Mill Area, Fazalganj, Kanpur	Chlordane dusting powders—IS:2864-1954	S.O. 410 5-2-1956
12	CM/L-1318 29-8-1955	Indian Research Industries, 30, Alarmsel- mangalputram Madras-4	Dye-based fountain pen inks, (blue, green, black and red)—IS: 1221-1957]	S.O. 2925 1-10-1966
13	CM/L-1532 28-9-1967	The Rashtriya Engg. Works (Regd.), G.T. Road Batala (Punjab)	Sand cast iron soil pipes, 50 mm, 75 mm and 100 mm size only—IS:1729-1954	S.O. 3733 21-10-1957
14	CM/L-1555 31-10-1967	Venkateswara Agrochemicals & Minerals 6/303, Thiruvottiyur High Road, Madras 21	DDT emulsifiable concentrates—IS : 633-1956	S.O. 4258 9-12-1967
15	CM/L-1622 12-1-1968	Pesticides India, Udaisagar Road, Udaipur (Rajasthan)	Malathion emulsifiable concentrates— IS: 2567-1963	S.O. 684 24-2-1968
16	CM/L-1670 3-4-1968	Kisangrih, Naroda Industrial Township, Shed No. 1/C, P.O. Naroda, Distt. Ahmedabad	Chlordane emulsifiable concentrates— IS: 2682-1966	S.O. 2127 15-6-1968
17	CM/L-1682 24-4-1968	Hindustan Minerals Products Co. Pvt. Ltd., 111, Industrial Area, Sion Bombay-22	Aldrin emulsifiable concentrates IS : 1307- 1958	S.O. 2127 15-6-1968

It was deferred after
15-8-69 and has now
to be treated as lapsed
after that date.

It was deferred after
15-8-69 and has now
to be treated as lapsed
after that date.

Deferred after 31-10-69.

Lapsed after 15-10-69.

Deferred after 15-10-69.

It was deferred after
31-12-65 and has now
to be treated as
lapsed after that date.

It was deferred after
31-12-66 and has now
to be treated as
lapsed after that date.

It was deferred after
31-8-67 and has now to
be treated as lapsed after
that date.

Deferred after 30-9-69.

Lapsed after 31-10-69.

Deferred after 15-10-69.

It was deferred after
15-5-69 and has now to
be treated as lapsed
after that date.

Lapsed after 31-10-69.

1	2		4	5	6
18	CM/L-1766 19-8-1968	Bhopal Toughened Glass Works, 9 Industrial Estate, Govindpura, Bhopa (M.P.)	Toughened safety glass—IS:2553-1964	S.O. 3677 19-10-1968	Deferred after 30-9-69.
19	CM/L-1797 20-9-1968	Industrial Esters & Chemicals, Plot No. A-10, MIDC Industrial Area, (Chemical Zone) at Ambarnath, Dist. Thana	Endrin emulsifiable concentrates—IS : 1310-1958	S.O. 3985 9-11-1968	Lapsed after 30-9-68.
20	CM/L-1800 26-9-1968	Research & Sales Centre, M-2, Industrial Area, Sonapat (Haryana)	Light caoutchoucine—IS:4117-1966	S.O. 3958 9-11-1968	Lapsed after 30-9-69.
21	CM/L-1805 8-10-1968	Uttar Pradesh Steel Ltd., Village Nara, Distt. Muzaffarnagar, (U.P.)	Structural steel (standard quality)—IS: 226-1962	S.O. 4257 30-11-1968	Lapsed after 15-10-69.
22	CM/L-1806 8-10-1968	Uttar Pradesh Steel Ltd., Village Nara, Distt. Muzaffarnagar, (U.P.)	Structural steel (ordinary quality)—IS: 1977-1962	S.O. 4257 30-11-1968	Lapsed after 15-10-69.
23	CM/L-1811 14-10-1968	Albion Plywood (Prop. Bharat Overseas Pvt. Ltd.) Kalipore, Budge Budge, 24 Parganas, W. Bengal)	Wooden flush door, shutters, (solid core type) with plywood face panels—IS: 2202 (Part-I) 1966	S.O. 4257 30-11-1968	Deferred after 15-10-69.


[No. CMD/13 : 14]

New Delhi, the 15th December 1969

S.O. 5043.—In pursuance of sub-rule (1) of rule 4 of the Indian Standards Institution (Certification Marks) Rules, 1955 the Indian Standards Institution hereby notifies that the Standard Mark, design of which together with the verbal description of the design and the title of the relevant Indian Standard is given in the Schedule hereto annexed, has been specified.

This Standard Mark for the purpose of the Indian Standards Institution (Certification Marks) Act, 1952 and the Rules and Regulations framed thereunder, shall come into force with effect from 16 December 1969;

THE SCHEDULE

Sl. No.	Design of the Standard Mark	Product/Class of Product	No. and Title of the Relevant Indian Standard	Verbal description of the Design of the Standard Mark
1	2	3	4	5
1	IS:1990 	Steel rivet and stay bars for boilers	IS:1990—1962 Specification for steel rivet and stay bars for boilers.	The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions, as indicated in Col. (2), the number designation of the Indian Standard being superscribed on the top side of the monogram as indicated in the design.

[No. CMD/13:9]

S.O. 5044.—In pursuance of sub-regulation (3) of regulation 7 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution hereby notifies that the marking fee per unit for steel rivet and stay bars for boilers, details of which are given in the Schedule hereto annexed, has been determined and the fee shall come into force with effect from 16th December, 1969:

THE SCHEDULE

Sl. No.	Product/Class of Products	No. and Title of Relevant Indian Standard	Unit	Marking Fee per Unit
1	2	3	4	5
1.	Steel rivet and stay bars for boilers	IS:1990—1962 Specification for steel rivet and stay bars for boilers.	One tonne	25 paise

[No. CMD/13:10]

S.O. 5045.—In pursuance of sub-regulation (1) of Regulation 8 of the Indian Standards Institution (Certification Marks), Regulations, 1955, as amended from time to time, the Indian Standards Institution hereby notifies that seventeen licences, particulars of which are given in the following schedule, have been granted authorizing the licensees to use the Standard Marks :

THE SCHEDULE

Serial No.	Licence No. (CM/L-)	Period of Validity		Name and address of the Licensee	Article/Process covered by the licence and the Relevant IS : Designation
		From	To		
1	2	3	4	5	6
1	CM/L-2142, 12-II-1969	1-II-1969	31-10-1970	M/s. T.T. (Private) Limited, No. 78, Old Madras Road, Dooravaninagar, Bangalore-16.	Wrought aluminium and aluminium alloy utensile, Grade NS 3—IS : 21-1959.
2	CM/L-2143 13-II-1969	1-12-1969	30-11-1970	M/s. Victory Metal Works, 17/83, Pavamani Road, Puthiyara, Calicut-4 (Kerala State).	Tea-chest metal fittings IS : 10-1964
3	CM/L-2144 19-II-1969	1-12-1969	30-11-1970	M/s. B. R. Herman & Mohatta (India) Pvt. Ltd., Dhandari Kalan, Near Dhandari Kalan Railway Station, Ludhiana having their office at Industrial Area, B, Miller Ganj, Ludhiana-3 (Punjab).	Sand cast iron soil pipes, 75 mm and 100 mm sizes only IS : 1729-1964
4	CM/L-2145 24-II-1969	1-12-1969	30-11-1970	M/s. Goodwill Light House, Hyfa Buldgs, Block No. 1, Safed Pool, Kurla Andheri Road, Bombay-72.	Domestic pressure cookers, capacity 7 litres and 8.5 litres only IS : 2347-1966
5	CM/L-2146 24-II-1969	1-12-1969	30-11-1970	M/s. Travancore Chemical and Mfg. Co. Ltd., Eloor Udyogmandal P.O. having their office at Kalamassery, Alwaye.	BHC dusting powders —IS : 561-1961
6	CM/L-2147 26-II-1969	1-12-1969	30-11-1970	M/s. Oswal Electricals, 49, Industrial Area, Faridabad (Haryana).	Three-phase induction motors 2.2 kW class 'A' Insulation IS : 325-1961
7	CM/L-2148 26-II-1969	1-1-1970	31-12-1970	M/s. Nirmala Industries, Mettupalayam Road, Coimbatore-11 having their office at 12/14, Krishnaswamy Mudaliar Road, R.S. Puram, P.O., Coimbatore-2 (Tamil Nadu).	Horizontal centrifugal pumps for clear, cold, Fresh water, size 75 mm x 65 mm only IS : 1520-1960
8	CM/L-2149 26-II-1969	1-1-1970	31-12-1970	M/s. Kerala Metal Industries, Bldg. No. KMCXIV/234, Jetty Road, Kottayam-1 (Kerala State).	Tea-Chest metal fittings IS : 10-1964.
9	CM/L-2150 26-II-1969	16-12-1969	15-12-1970	M/s. Ranka Cable Corporation, Industrial Estate, Cuddapah (Andhra Pradesh).	All aluminium and ACSR Conductors IS : 398-1961
10	CM/L-2151 28-II-1969	1-1-1970	31-12-1970	M/s. Goyal Industrial Corporation, 14/5, Mill Stone, Mathura Road, Faridabad (Haryana).	Plywood Tea-Chest battens IS : 10-1964.
11	CM/L-2152 28-II-1969	1-12-1969	30-11-1970	M/s. Indian Tea Chest Co., 7, Sagar Dutta Lane, Calcutta-12.	Tea-chest metal fitting, IS : 10-1964.

12	CM/L-2153 28-11-1969	16-12-1969	15-12-1970	M/s. Pathankot Industries Pvt. Ltd., Dhangu Road, Pathankot having their Regd. Office at 35, Chittaranjan Avenue, Calcutta-12.	Plywood Tea-Chest battens IS : 10-1964
13	CM/L-2154 28-11-1969	16-12-1969	15-12-1970	M/s. Sudershan Timber Trading Co., Dhangu Road, P.O. Pathankot, Distt. Gurdaspur (Punjab).	Plywood Tea-Chest battens IS : 10-1964
14	CM/L-2155 28-11-1969	16-12-1969	15-12-1970	M/s. Raman Saw Mills, Saharanpur Road, Yamunanagar Rly. Stn., Jagadhri.	Plywood Tea-chest battens IS : 10-1964
15	CM/L-2156 28-11-1969	16-12-1969	15-12-1970	M/s. National Pesticides, 5, Industrial Estate, Vidisha (M.P.).	Aldrin dusting powders IS : 1308-1958
16	CM/L-2157 28-11-1969	16-12-1969	15-12-1970	M/s. Kohinoor Paint Colour Varnish Works, Chheharta, Near Railway Station, Amritsar having their office at 13 R.B. Rattan Chand Road, Amritsar.	Aluminium paint for general purposes industrial container IS : 2339-1962
17	CM/L-2158 28-11-1969	1-12-1969	30-11-1970	M/s. Jayalakshmi Fertilizers, G.N.T. Road, Madhavaram, Madras-60 having their office at 17/A, Stringers Street, Madras-1.	BHC dusting powders IS : 561-1962

[No. CMD/13:11].

S.O. 5046.—In pursuance of sub-regulation (4) of regulation 14 of the Indian Standards Institution (Certification Marks) Regulations 1955, as amended from time to time, the Indian Standards Institution hereby notifies that the licences No. CM/L-34 and CM/L-38, particulars of which are given below, have been cancelled with effect from 1st November, 1969:

Licence No. and Date	Name & Address of the licensee	Article/Process covered by the licence cancelled	Relevant Indian Standard
CM/L-34 4-11-1957	The National Insulated Cable Co. of India Ltd., Shamnagar (24 Parganas, West Bengal) having their Regd. office at N.I.C.C.O. House, Hare Street, Calcutta-1.	Hard-Drawn Copper Solid and Stranded Conductors.	IS: 282-1963 Specification for Hard-Drawn Copper Conductors for Overhead Power Transmission (Revised).
CM/L-38 4-11-1957	The National Insulated Cable Co. of India Ltd., Shamnagar (24 Parganas, West Bengal) having their Regd. office at N.I.C.C.O. House, Hare Street, Calcutta-1.	Cotton Covered Round Copper Conductors.	IS: 450-1964 Specification for Cotton Covered Round Copper Conductors (Revised).

[No. CMD/55:34 & 38.]

S.O. 5047.—In pursuance of sub-regulation (4) of regulation 14 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as amended from time to time, the Indian Standards Institution hereby notifies that the licence No. CM/L-759, particulars of which are given below, has been cancelled with effect from 1st December, 1969:

Licence No. and Date.	Name & Address of the Licensee	Article/Process covered by the licence cancelled	Relevant Indian Standard
CM/L-759 19-8-1964	M/s. Indian Cable & Wire Industries, "INCA Estate", Sembakkam, Madras-44.	VIR cables for Fixed Wiring (i) TRS (Tough Rubber Sheathed) 250/440 volts with copper conductors only. (ii) Braided and Compounded 250/440 and 650/1100 Volts with Copper Conductors only. (iii) Weatherproof, 250/440 Volts with Copper Conductors only. Brand : 'INCA'	IS: 434 (Part - I)—1964 Specification for Rubber Insulated Cables with copper Conductors (Revised).

[No. CMD/55:759.]

A. K. GUPTA, Dy. Director General.

(Department of Industrial Development)

ORDERS

New Delhi, the 16th December 1969

S.O. 5048/IDRA/6/5/69.—In exercise of the powers conferred by Section 6 of the Industries (Development and Regulation) Act, 1951 (65 of 1951) read with rules 2, 4 and 5 of the Development Councils (Procedural) Rules, 1952, the Central

Government hereby appoints, for a period of two years with effect from the date of this Order, the following persons to be members of the Development Council for Man-Made Textiles, in place of members appointed under the Government of India in the late Ministry of Industrial Development and Company Affairs Order No. S.O. IDRA/6/5/67, dated 5th August, 1967, as amended from time to time, whose tenure of office has expired by efflux of time or otherwise:—

DEVELOPMENT COUNCIL FOR MAN-MADE TEXTILES

1. Shri K. N. Modi, M/s. Modi Rayon Mills, Modi Nagar (U.P.)—*Chairman*.
2. Shri S. P. Mandelia, General Manager, M/s. Century Rayon, Industry House, 159, Churchgate Reclamation, Bombay-1.
3. Shri Sugato Chaudhuri, Commercial Manager, M/s. Chemicals & Fibres of India Ltd., "Crescent House", 19, Wittet Road, Ballard Estate, Bombay-1.
4. Shri Manhar Bhagat, Executive Director, M/s. Nirlon Synthetic Fibres & Chemicals, 115, Mahatma Gandhi Road, Fort, Bombay-1.
5. The Chairman (*ex-officio*), The Silk and Art Silk Mills Research Association, Dr. Annie Besant Road, Worli, Bombay-25.
6. Shri H. K. Jain, Managing Director, M/s. Stretchlon Pvt. Ltd., Bombay Cotton Mills' Compound, Kalachowki Road, Bombay-33.
7. Shri N. S. Kajrolkar, Ex. M.P., 21st Road, Dandapada, Khar, Bombay-52.
8. Chairman of Silk and Art Silk Mills Association, Opposite Race Course, Bombay-13.
9. Chairman, Association of Man-made Fibres of India, Bombay.
10. Chairman, Silk & Rayon Textile, Export Promotion Council, Bombay.
11. Shri V. K. Shah, Managing Director, M/s. Baroda Rayon Corporation Ltd., Surat (Gujarat).
12. Shri M. B. Chevli, M/s. United Textile Mfg. Co., Surat.
13. Shri Govindaraju Chetty, 127, Appu Chetty Street, Shevapat, Salem-22.
14. Director of Handlooms, Madras.
15. Shri H. C. Ramachandralah, Doddaballapur Powerloom Society, Mysore.
16. Shri Pyare Lal Kapoor, M/s. Amritsar Rayon & Silk Mills, Amritsar.
17. Shri I. P. Podar, M/s. Calcutta Silk Mfg. Co. Ltd., P.B. No. 6710, 37, Vivekananda Road, Calcutta-17.
18. Shri Ram Lakhan Singh Yadav, Ex-Minister, Gardiner Road, Patna-1.
19. Shri Jayant G. Mehta, Managing Director, Petro-Chemical Corporation India Ltd., New Delhi.
20. Dr. R. T. Thamppi, Shreeram Institute for Industrial Research, Delhi.
21. Shri P. S. Vaidya, State Bank of India, Bombay.
22. Shri Liladhar Kotaki, Member (Lok Sabha), Marikolung, P.O. Nowgong, Assam.
23. Dr. M. P. Khera, Development Officer, Directorate General of Technical Development, New Delhi.
24. Shri L. Kumar, Adviser, Department of Chemicals, New Delhi.
25. Shri V. K. Dikshit, Deputy Secretary, Ministry of Foreign Trade, New Delhi.
26. Shri I. B. Dutt, Industrial Adviser, Textile Commissioner's Organisation, P.B. No. 10004, Bombay-1.
27. Shri K. Venkataraman, Deputy Secretary, Department of Industrial Development, New Delhi.
28. Shri K. S. Bhujang, Deputy Director, Textile Commissioner's Organisation, P. B. No. 10004, Bombay-1.
29. Shri K. S. Bhujang, Deputy Director, Textile Commissioner's Organisation, Bombay-1.

is hereby appointed to carry on the functions of the Secretary to the said Development Council.

New Delhi, the 17th December 1969

S.O. 5049/IDRA/6/6/69.—In exercise of the powers conferred by Section 6 of the Industries (Development and Regulation) Act, 1951 (85 of 1951), read with rule 5(1) of the Development Council (Procedural) Rules, 1952, the Central Government hereby appoints till the 16th August, 1970, Shri Jagjit Singh, Chairman, Managing Director of the Indian Drugs and Pharmaceuticals Ltd., and Shri K. George, Joint Secretary in the Department of Industrial Development, in place of Shri Inderjit Singh and Dr. G. P. Kane respectively to be members of the Development Council for the scheduled industries engaged in the manufacture or production of drugs and pharmaceuticals and directs that the following amendments shall be made in the Order of the Government of India in the Ministry of Industrial Development and Company Affairs No. S.O. IDRA/6/6/68, dated the 17th August 1968.

In the said Order, for entries No. 18 and 27 relating to Shri Inderjit Singh and Dr. G. P. Kane, the following entries shall be substituted:—

- "18. Shri Jagjit Singh, Chairman and Managing Director, M/s. Indian Drugs and Pharmaceuticals Ltd., N-12, South Extension Part I, New Delhi-110048."
27. Shri K. J. George, Joint Secretary, Department of Industrial Development, New Delhi."

[No. 13(1)DC/68-L.C.]

R. C. SETHI, Under Secy.